

## Bokamper's Sports Bar & Grill – Pro Football Perfect Pick 'Em Challenge Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN FLORIDA AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Contest Name:** Bokamper's Sports Bar & Grill Pro Football Perfect Pick 'Em Challenge (the "Contest").

**Contest Dates:** Contest registration is scheduled to begin on **8/1/18** and end on **12/30/18** (the "Registration Period"). Contest will be executed each week during the 2018 professional football regular season games beginning 9/6/18 and ending 12/30/18. The contest is subject to all applicable federal, state and local laws and regulations. Void outside Florida, and wherever prohibited or restricted by law.

**Who May Enter:** Contest is open only to legal U.S. residents of Florida, who are age 18 or older as of date of entry with a valid U.S. driver's license or government issued photo I.D., except the following classes of persons who are not eligible to enter, participate or win:

- a) Employees, officers, and directors of **participating Bokamper's Sports Bar & Grill locations** (collectively "Sponsor"), **Million Dollar Media, LLC** (the "Contest Administrator"), other participating Sponsors, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.
- b) Individuals who do not have current access to an internet connection in order to visit the contest website, or a valid email address to register.

**How to Enter – Online Registration:** Visit [www.BosPickEm.com](http://www.BosPickEm.com) during the Registration Period. Fully complete the online registration page with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*), along with your favorite participating Bokamper's Sports Bar & Grill location. Each registrant will designate their own 'Username (Email)', 'Screen Name' and Password. The designated 'Screen Name' will be displayed on the 'Standings Page' during the contest. Each registrant's Username and Password will allow that participant to return to the contest site to Log-in to make their weekly professional football game picks and halftime and final score prediction for the last Monday Night game or last game of the week as displayed on the contest website, and to view their weekly results and standings.

- **Favorite participating Bokamper's Sports Bar & Grill location:** Each contestant will be required to select their favorite participating Bokamper's Sports Bar & Grill location from the available list of locations.

After having read and agreed to these Official Rules, click the submit button to submit your online registration. All entries must be fully complete for all required registration information. Any incomplete or illegible entries, or any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address during the entire contest period. Submitting more than one entry, will void all entrants submitted by that individual.**

**Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, contestant agrees that sponsors and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s), upcoming contests, promotions, special events or offers, or other sales or discount offers. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.**

Each participant must register and participate on his/her own behalf. Any registration submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be acknowledged or returned.

**How to Play – Predict the Weekly Winner of each Professional Football game and the Halftime and Final Score of the Final designated game of the week:** Each eligible participant who has successfully completed the online registration must follow the online instructions to participate and play. Each week, visit the contest site prior to the start of that week's professional football games to submit your weekly prediction of the winners in each of the Professional Football games scheduled for that week, along with your prediction of the exact halftime and final score for both teams playing in the last scheduled game of the week as listed on the website (*the last scheduled Monday Night game of the week, or the designated game as listed below if there is more than one or not a Monday Night game*).

- **In week 1**, the halftime and final score prediction shall be for the second Monday Night game in week 1 (10:20p ET game);
- **In weeks 2 – 16**, the halftime and final score prediction shall be for the Monday Night game.
- **In week 17**, the halftime and final score prediction shall be for the last game listed/displayed on the contest site.

Each entrants must fully complete, and successfully save and submit their weekly prediction including the contestant's prediction of the winner in EACH professional football game being played that week, and their prediction of the halftime and final score for the last scheduled game of the week as outlined above. **Any contestant who fails to successfully complete and **SAVE** their prediction of the winner in each game, and their prediction of the halftime and final score of the last scheduled game, will be disqualified for the opportunity to win the grand prize for that week.**

- **Failure to predict the halftime and final score for both teams shall result in disqualification of eligibility for the grand prize award.**

**Save Picks – IMPORTANT:** After making a prediction of the winner in each featured professional football game for that week and the halftime and final score of the designated last game of the week – contestants must **click the 'Save Picks' button to save and record their predictions or any updates/changes to their predictions. Failure to click the 'Save Picks' will void any selections or updates for that week by the contestant. All predictions must be successfully saved and received prior to the start of each scheduled game.** Sponsor is not responsible for any difficulties in selecting, submitting or saving any prediction prior to the start of each week's games for any reason including technical issues, programming errors, internet traffic, connection issues or human error including forgetting to click the 'Save' button by the entrant. Any predictions not received on the contest site or saved in the entry database for any reason shall be void, and will not be eligible for that week's contest attempt or to claim the grand prize regardless of the accuracy of any claimed or actual predictions.

**Cumulative Points Prediction – Tie Breaker for weekly or overall 1<sup>st</sup> place prize award:** In addition to the halftime and final score prediction as listed above, each participant is also required to submit their prediction of the Total Cumulative Points to be scored in the last game scheduled to be played each week. The Cumulative Points Prediction shall be used for a tie-breaker only to determine the weekly first, second or third place finisher or overall season first or second place finishers, in the event of a tie for the most points in any week or for the entire season (see tie-breaking procedures below). **Any contestant who failed to complete and save their Total Cumulative Points 'tie-breaker' prediction will be assigned a cumulative point total of 0 points for that game, regardless of whether they have submitted a halftime and final score prediction.**

**Scoring – 1 Point per Game:** Each participant who has successfully completed, saved and submitted their online predictions each week will receive 1-point for each game in which they have correctly predicted the winning team. Any incorrect predictions or any prediction not received will receive 0 points.

**Tie Breaking Procedures:** In the event of a tie among the weekly First Place Finisher in any week of the contest, the tie-breakers shall be as follows:

- Contestant who has predicted the actual or closest to the actual Cumulative Points total in the last game scheduled to be played for that corresponding week as listed above, regardless if their actual prediction is higher or lower than the actual point total.

- If there is a tie for the season long point leaders, then the tie breaker shall be applied to the season long cumulative point differential. The total sum of each player's weekly points differential as compared to the actual Cumulative Points will be used to determine the Season Long finishers. The player with the lowest season long point differential, will be determined as the winner.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be a random drawing among the tied contestants conducted by the Contest Administrator.

### **Determination of Prize Winners & Notification**

**Grand Prize – Perfect Prediction for every winner of the week, and halftime and final score of the last game of the week (Maximum of one grand prize award available each week, up to a maximum of 3 total grand prize awards during entire contest period):** Following each week's regular season professional football games, sponsor shall determine if any contestant has correctly predicted the winner of each game played that week, AND correctly predicted the exact halftime and final score for both teams of the last game scheduled to be played as outlined above.

The grand prize will only be awarded if an eligible contestant has correctly predicted the winner of every game, and correctly predicted the exact halftime and final score for both teams of the last designated game being played for that week ("perfect picks").

- If there are no entrants within the week who have correctly predicted the winner of every game, and the exact halftime and final score for both teams of the last scheduled game – then the grand prize will not be awarded for that week.
- **There is a maximum of one (1) grand prize award available each week.** In the event more than one contestant has submitted perfect picks within the same weekly period, then the contestant who first submitted their picks for the week, based upon the contest time clock, shall be declared the winner. In the event of a remaining tie, the winner will be selected at random from among all tied contestants.
- **There is a maximum of three (3) total grand prize awards available during the entire contest period.** Following the third time the grand prize is awarded, then grand prize shall no longer be available in the contest and cannot be claimed by any further contestants, regardless of whether any additional contestants submit perfect picks for any subsequent weekly period.

**Halftime and Final Score Prediction:** The following requirements apply for the submitted halftime and final score prediction:

- In order to be an accurate halftime and final score prediction, the halftime and final score prediction submitted by the contestant must be completely accurate and match the exact halftime and final score with the correct team
  - For example, if the actual final score of the designated game is Miami – 27, Dallas – 10, then a submitted final score prediction of Dallas – 27, Miami – 10 or a prediction of 27 – 10 without specifying the associated teams will not constitute a winning final score entry.

**Weekly First Place Finisher:** The weekly First Place Finisher shall be determined as the contestant who has correctly predicted the most winning teams for that corresponding week from among all participating players from their favorite location, as selected during initial registration (*if a contestant has not selected a location, they shall not be eligible for the weekly first place prize*). The contestants who have scored the most points among all participants from their selected favorite location, by correctly predicting the most winning teams that week will be designated as the Weekly First Place Finisher. In the event of a tie among contestants, then Sponsor shall use the Cumulative Points tie-breaking procedures outlined above to determine the weekly First Place Finisher for that location.

Decisions of the Administrator in the determination of weekly first place prize winners, overall season long first, second and third place winners, and grand prize winner (if any), and all matters relating to this Contest are final and binding. Each Weekly Prize winner, Season Long prize winner and any Grand Prize winner (if any) will be notified by phone, and/or email – or as otherwise determined by Sponsor. If the Administrator is unsuccessful in its attempt to reach and speak directly with a winner by phone after 3 attempts over 72-hours from the initial attempt to the phone number listed on that contestant's entry, then that contestant may be disqualified.

During each notification phone call, each potential prize winner must confirm their eligibility, and their acceptance of the corresponding prize award. If any potential winner does not meet the eligibility requirements, or is unable or unwilling to accept the prize, s/he will be disqualified, and prize shall not be re-awarded. Any disqualified contestant will not receive any alternate prize substitution or compensation.

### **Prize Awards:**

**Weekly First Place Finisher – most correct games during week:** The eligible contestant who predicts the most games correctly each week, thereby earning the most points for the week from among all eligible participants from their favorite

participating location (1 winner per location per week) will be eligible to claim the weekly First Place Prize Award subject to verification of compliance with these official rules. The weekly First Place Finisher prize is: **\$20 Bokampers Gift Card or \$20 in Bokampers MVP Dollars, subject to the terms and conditions of Bokampers gift card or MVP dollars policy.** Prize is non-transferable, and has no cash value.

**Season Long Points Champion – First Place (maximum of one winner):** The first place season long point champions who correctly predicts the most winning teams during the entire season from among all participating locations combined, as solely determined by Sponsor, shall receive the first place season long champion prize. The first place season long champion prize is: **55-inch HDTV (maximum ARV: \$500).** Exact make and model as solely determined by Sponsor. Prize is non-transferable, and no cash value allowed.

**Season Long Points Champion – Second Place (maximum of one winner):** The second place season long point champions who correctly predicts the second most winning teams during the entire season from among all participating locations combined, as solely determined by Sponsor, shall receive the second place season long champion prize. The second place season long champion prize is: **\$200 Bokampers Gift Card, subject to the terms and conditions of the Bokampers Gift Card policy.**

**Season Long Points Champion – Third Place (maximum of one winner):** The third place season long point champions who correctly predicts the third most winning teams during the entire season from among all participating locations combined, as solely determined by Sponsor, shall receive the third place season long champion prize. The third place season long champion prize is: **\$100 Bokampers Gift Card, subject to the terms and conditions of the Bokampers Gift Card policy.**

**A maximum of one (1) weekly First Place prize will be awarded per week per location. A maximum of one First, Second and Third Place season long points champion prizes will be awarded from among all locations combined.** In the event of multiple contestants tied for a designated prize award level, then the tie breaking procedures (see above) will apply for determining the winner. Winner must accept delivery of prize as specified by Sponsor. Prize does not include any other costs or associated expenses including delivery.

**Grand Prize – Perfect Weekly Prediction:** In the event of a perfect weekly prediction (*correctly predict the winner of EACH game for the designated week, and the exact halftime and final score for BOTH teams in the last scheduled game for the week as designated above*), that contestant shall be eligible to claim the grand prize, subject to approval and verification of compliance with these official rules. The grand prize is: **a trip for two (2) (finalist and one guest age 18 or older) to Atlanta, GA during the Sponsor designated travel dates, scheduled for 2/2/18 – 2/4/18, based upon availability and subject to change.** The grand prize trip for two (2) to Atlanta, GA has a maximum retail value not to exceed \$10,000, and includes:

- Round trip coach class airfare for two (winner and guest) from the nearest major airport to the winner's home as designated by sponsor to Atlanta, GA. Actual departure date, times and airline based upon availability and will be solely determined by sponsor;
- Two (2)-nights standard hotel accommodations, double occupancy at a standard hotel as solely designated by Sponsor in the Atlanta, GA metro area; Arrival and departure dates as solely specified by Sponsor, based upon availability;
- \$2,500 gift card or e-credit to StubHub or other Sponsor designated ticket provided, towards tickets to any game, event or entertainment of winner's choice in the Atlanta, GA metro area during the designated travel dates. Gift card subject to the terms and conditions of the issuing gift card provider.

Sponsor is not responsible for any travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, sponsor is not responsible for awarding any compensation in lieu thereof. Each winner and his/her guest must travel together on the same itinerary. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Actual value of the trip will depend on point of departure, destination and any airfare fluctuations.

Grand Prize finalist's guest must be of legal age of majority in his/her state of residence (and at least 18) and will be required to execute and return a liability/publicity release prior to prize award. All meals, gratuities, checked baggage fees, airline seat assignment fees, hotel resort fees, applicable taxes (including, but not limited to all local, state and federal taxes) and any other expenses not specified herein as being included in the finalist prize are the sole responsibility of the finalists. Sponsor not responsible for late, lost, damaged or stolen luggage. Any admission/tickets purchased or received by winner, are subject to the terms and conditions of the event, and hosting venue policies. Seat locations, if any, will be based solely on availability.

**There is a maximum of one grand prize award available each week, and a maximum total of three (3) grand prize awards available during the entire contest period (see above).** In the event the grand prize winning requirements are

not successfully completed by an eligible contestant as required by these official rules during the entire contest period, **then the grand prize will NOT be awarded.**

**All prize awards are non-cumulative.** All applicable federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner. All income, federal, state and local taxes are Grand Prize winner's sole responsibility. All grand prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Administrator's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

All of the following will apply for a grand prize winner, if any: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All other expenses not specified herein as being included are the sole responsibility of winner. Prize awards are non-transferable and no prize substitution allowed, except at Sponsor's sole discretion or as provided herein.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the

announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine any available weekly or season long winners from among all eligible, non-suspect entries received as of the time/date of such termination. If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

**Odds:** Odds of winning a weekly or season long prize are dependent upon the total number of eligible participants, and the ability of each participant to correctly predict the winner of the designated games. Odds of winning the grand prize are dependent upon the ability of the participant to correctly predict the winner of the designated games, and the halftime and final score of the last scheduled game of the week, and the performance of the teams.

**Official Rules & Winners List:** For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 1/31/19 to: Bokamper's Sports Bar & Grill Pro Football Perfect Pick 'Em Challenge, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Sponsor:** PDKN Restaurant Group, 3212 NE 32<sup>nd</sup> Street, Ft. Lauderdale, FL 33308.

**Contest Administrator:** Contest is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.