

Brack Attack™ Fantasy Sports Competition

RULES, TERMS AND CONDITIONS

THE BRACK ATTACK™ FANTASY COLLEGE BASKETBALL COMPETITION OFFERS A FIRST PRIZE OF \$2,500.00 USD, A SECOND PRIZE OF \$500.00 USD AND A THIRD PRIZE OF \$100.00 USD. NO ENTRY FEE IS CHARGED. SUBJECT TO ELIGIBILITY RESTRICTIONS SET OUT BELOW, ALL ENTRANTS MAY COMPETE FOR THESE PRIZES. IT IS NOT POSSIBLE TO PAY AN ENTRY FEE TO PARTICIPATE IN THE BRACK ATTACK™ CONTEST. MAKING ANY PURCHASE WILL NOT INCREASE ANY ENTRANT'S CHANCES OF WINNING ANY PRIZE.

Introduction. Please read all of the above and the following official Rules, Terms and Conditions ("Rules") carefully. By accessing, browsing, or using <http://brackattack.us/>, or any related Brack Attack™ website, (the "Site" or "Website") and registering to compete in the *Brack Attack™* fantasy basketball competition (the "Competition"), you acknowledge that you have read, understood and agree to all the rules, terms of service and conditions including any additional guidelines, and that you agree to all of them. At the discretion of the Sponsor, these Rules are subject to modification before the beginning of the 2015 National College Athletic Association Men's Division 1 Basketball Tournament (the "Tournament"). The Sponsor also reserves the right to amend the Rules during the Tournament if necessary in the opinion of the Sponsor due to changes in law or official interpretation of law, or any of the extraordinary circumstances set out in these Rules. Changes to the Rules, if any, will be marked at the end of the Rules document. If at any time you do not agree to these Rules please immediately terminate your participation in the Brack Attack™ fantasy basketball competition.

The following Rules for the conduct of the 2015 Brack Attack™ Competition on the Site form a legal contract between you, an individual participant ("you" or "Participant"), and Class Act Sports, LLC, ("Class Act Sports," or sometimes, the "Sponsor" or "we"), owner of the Site and sponsor of the Competition. The legal contract governs your use of the Site and the rules of the Competition. These Rules were last updated on March 11, 2015.

Topics included in these Rules include (and are not limited to) the following:

Section	Topic
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2.	Eligibility to Participate.
3.	Events of Disqualification.

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1. Overview.

The Competition is a free-to-play fantasy basketball contest involving hypothetical NCAA basketball team combinations of teams that participate in the 2015 NCAA Men's Division 1 Basketball Tournament (the "Tournament"). In the Competition, eligibility for the prizes does not require any payment or purchase.

If you believe that a user of the Site is displaying content to which you own the copyright or trademark right, please refer to the Copyright Policy at the end of this document.

THESE RULES, TERMS AND CONDITIONS REQUIRE THAT YOU ARBITRATE ANY CLAIMS ARISING UNDER THEM OR PERTAINING TO THE COMPETITION. PLEASE SEE SECTIONS 11 AND 12 OF THESE RULES, BELOW FOR DETAILED INFORMATION CONCERNING YOUR ARBITRATION OBLIGATIONS.

2. Eligibility to Participate in the Competition.

Competition for a *Brack Attack*[™] prize without payment of an entry fee is open only to legal residents of the fifty (50) states of the United States of America and Washington D.C. who are at least eighteen (18) years of age at the time of entry.

No prize is awarded to winners who are younger than eighteen (18) years of age at the time of entry into the Competition or reside in or participate from outside the fifty states of the United States of America (including the District of Columbia) or reside in or participate from a jurisdiction where the awarding of a prize based on the Participant's results in the Competition is prohibited, illegal, or restricted. To be eligible to receive a prize, each entrant must be the registered owner of the email address identified in the entrant's account with an internet service provider and throughout the Competition is eligible to participate only from that account and email address. An entrant's participation from an email address other than her or his own, is void. Should there be a dispute regarding the identity of any winner, subject to all other eligibility conditions set out in these Rules, the winner shall be the person in whose name the email account was opened. Further, each participant is eligible to enter only once. **An entrant is not allowed to enter the Competition several times, using several email accounts and/or user names and/or passwords, or otherwise.**

Employees and agents of Class Act Sports, LLC, its content providers and advertisers, together with members of their respective immediate families and those living in their households, are ineligible to participate in any form of the Competition.

The Competition and your participation in it is void wherever prohibited or restricted by law. All federal, state and local laws and regulations apply.

3. Events of Disqualification.

The Sponsor reserves the right in its sole discretion to disqualify without notice and to block from participation any Participant who fails to comply with any part of these rules.

Participants will be subject to disqualification and/or blocking for (among other acts): (i) misrepresentation of eligibility, (ii) attempting in any way to impair the function of the Sponsor's website or third-party websites to which the Sponsor provides a link or to alter the functioning in any way, (iii) attempting to commit any form of fraud in connection with any Competition, (iv) failure when requested by the Sponsor to furnish timely (and in any event within thirty days of the Sponsor's request) an affidavit or declaration of eligibility in form and substance satisfactory to the Sponsor and that is legally binding in the jurisdiction of the Participant's residence or participation, (v) use of any message boards provided by the Sponsor in a manner that in the sole opinion of the Sponsor is inconsistent with the Sponsor's message board guidelines set out in these Rules, (vi) participating in the Competition while using multiple email addresses or email accounts,

and (vii) any other act which in the Sponsor's sole opinion is inconsistent with the integrity of any Competition or the Sponsor's goodwill or reputation.

CAUTION - ANY ATTEMPT BY A PARTICIPANT IN THE COMPETITION OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE SITE OR TO SUBVERT, IMPAIR OR COMPROMISE THE LEGITIMATE CONDUCT OF ANY COMPETITION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES, INCLUDING AND NOT LIMITED TO ATTORNEY FEES AND COSTS OF COLLECTION, FROM ANY SUCH PARTICIPANT AND TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

4. The Competition.

The Competition is a skill-based fantasy sports competition. The Competition is based on points that a Participant will accumulate based upon real-world team performance statistics developed during the 2015 National College Athletic Association Men's Division 1 Basketball Tournament (the "Tournament") by teams that compete in the Tournament. You can find the rules that generally govern real-world NCAA basketball, game schedules, the names of each team in each of the sixteen "seeds" of the tournament, and Tournament game outcomes by clicking here or accessing this information by going to the following website <http://brackattack.us/>. As shown on the screens that you can access as referenced here, the Tournament is organized into four "brackets," or Regions, namely, West, Midwest, South and East. In each Region there are sixteen teams. Each team is ranked ("seeded") within its Region, from 1 through 16.

5. How To Enter.

To participate in the Competition, you must first visit <http://brackattack.us/> (the "Website"). From the Website, click the Competition button (or proceed as otherwise instructed) on the home page of the Website and follow the on-screen prompts. You will need to enter your name, complete residence address (including ZIP code), your email address, date of birth, telephone number and the user name and password that you select in connection with your participation in the Competition. **ENTRANTS MAY NOT PARTICIPATE IN THE COMPETITION BY USING MULTIPLE EMAIL ACCOUNTS OR MULTIPLE EMAIL ADDRESSES. A PARTICIPANT'S USE OF MULTIPLE EMAIL ADDRESSES OR MULTIPLE EMAIL ACCOUNTS IS AN EVENT OF DISQUALIFICATION. SEE SECTION 3 OF THESE RULES, ABOVE. IF AN ENTRANT PARTICIPATES USING MULTIPLE EMAIL ACCOUNTS OR ADDRESSES, IF THE ENTRANT IS NOT DISQUALIFIED FOR THAT REASON, ONLY THE FIRST SET OF "PREDICTIONS" RECEIVED AT THE WEBSITE WILL BE VALID. ("PREDICTIONS" IS A TERM THAT IS DEFINED IN PARAGRAPH 6 OF THESE RULES.)**

6. How to Compete.

For purposes of the Rules, the 2015 NCAA Men's Division 1 Basketball Tournament (again, the "Tournament") begins on March 19, 2015 and ends on April 6, 2015. As used specifically in these Rules, the Tournament does not include play-in games played before March 19, 2015 to determine a team's eligibility to enter and compete in the Tournament. For clarity, our Competition begins on March 19, 2015 in the second round (when the field is down to 64 teams). To enter this fantasy sports Competition, as early as March 15, but no later than five minutes before the first game of the second round of the Tournament (March 19, 2015), you may access your Competition account and enter as your Predictions, the names of each of the college basketball teams that you are eligible to select.

Sixty-four teams compete in the Tournament. There are sixteen seeds of four teams each. The teams in each of the sixteen seeds will be listed on this Site. To view the four Regions and the sixteen seeds in each Region, click [HERE](#) or go to the Website <http://brackattack.us/>. Before March 19, 2015, as "play-in" games are played, there may be changes to the list of teams competing in the Tournament and their seed rankings. **You must choose one team from among the four teams in each of the sixteen seeds in the Tournament, for a total of sixteen team choices, no more, no less. For example, if teams A, B, C and D are seeded 1 in their respective Regions, you may choose only one among teams A, B, C, or D. For each team that you select, points will be awarded to you for your team's advancing through the rounds of the tournament in accordance with the following table:**

POINTS AWARDED WHEN YOUR TEAM ADVANCES

SEED	ROUND	ROUND	ROUND	ROUND	ROUND	ROUND
	1	2	3	4	5	6
1	4	8	16	32	64	128
2	4	8	16	32	64	128
3	4	8	16	32	64	128
4	4	8	16	32	64	128
5	5	10	20	40	80	160
6	6	12	24	48	96	192

7	7	14	28	56	112	224
8	8	16	32	64	128	256
9	9	18	36	72	144	288
10	10	20	40	80	160	320
11	11	22	44	88	176	352
12	12	24	48	96	192	384
13	13	26	52	104	208	416
14	14	28	56	112	224	448
15	15	30	60	120	240	480
16	16	32	64	128	256	512

The table above demonstrates point values for the duration of Competition and can be accessed on <http://brackattack.us/>. You may change your team choices at any time until five minutes before the start of the first game of the second round of the Tournament on March 19, 2015. After that, you cannot make any changes to your team selections.

7. How Winners Are Selected.

Upon the end of the Tournament, winners are selected upon the basis of points accumulated by individual participants in the Competition. Prizes are awarded to the top three scores. In case of any tie for any of first place, second place or third place, the applicable prize will be divided per capita among all tying participants. Please refer to section 8, below, for further information regarding prize awards to tying participants.

Generally, winners are selected upon the basis of the skill of participants in predicting individual performance outcomes in team athletic competitions. Therefore, any "odds" of winning a prize can not be expressed as a numerical ratio.

8. Prize Amounts; Prizes to Tying Participants; Conditions of Award.

Prize Amounts.

First Place. The participant with the highest number of points accumulated during the Competition will receive two thousand five hundred U.S. dollars (\$2,500.00). If two participants or more are tied with the same number of points and all are more than all other participants in the Competition, then two thousand five hundred U.S. dollars (\$2,500.00) total will be divided per capita among all first-place tying participants.

Second Place. The participant with the second highest number of points accumulated during the Competition will receive five hundred U.S. dollars (\$500.00). If two participants are tied with the same number of points and both are the second-highest among all other participants who are not sole or tying first-place winners, then both tying second-place participants will receive a prize of five hundred U.S. dollars (\$500.00). If more than two participants are tied for second place with the same number of points and all are more than all other participants in the Competition that are not sole or tying first-place winners, then one thousand U.S. dollars (\$1,000.00) will be divided per capita among all second-place tying participants.

Third Place. The participant with the third highest number of points accumulated during the Competition will receive one hundred U.S. dollars (\$100.00). If as many as five participants are tied with the same number of points and all are the third-highest among all other participants who are not sole or tying first-place winners, or the sole or tying second-place winners, then up to five tying third-place participants will each receive a prize of one hundred U.S. dollars (\$100.00). If more than five participants are tied for third place with the same number of points and all are more than all other participants in the Competition that are not sole or tying first-place winners, or second-place winners, then five hundred U.S. dollars (\$500.00) will be divided per capita among all third-place tying participants.

Conditions of Award. Award of all prizes is subject to: (1) the eligibility conditions set out anywhere in these Rules, (2) winner notification procedures set out in section 9 of these Rules, and (3) verification, other award conditions set out in section 10 of these Rules, and resolution of any prize claim disputes in accordance with sections 11 and 12 of these Rules.

9. How Winners Are Notified.

The Sponsor will notify winners by both email and United States Postal Service. Email notification will be directed to the email address contained in the Sponsor's records as entered by the winning Participant upon entering the Competition. Postal Service notification will be directed to the residence address contained in the Sponsor's records

as entered by the winning Participant upon entering the Competition. Postal Service notification will be by first class mail. All winner notifications will include prize claim instructions and require execution and delivery to the Sponsor of a publicity release (unless prohibited by law) and execution before a notary and delivery to the Sponsor, within thirty days of the date of the latest notice provided to the winner, of the form of affidavit of eligibility provided with the notice, and finally the liability waiver also provided with the notice. Winner notifications will state the amount of the prize to be awarded and furnish a reasonable explanation regarding any adjustment of the prize amount because of tie scores. Prize winner notifications will be sent by April 15, 2015.

10. Conditions and Contingencies of Prize Awards.

Prizes will be awarded on (or, at the Sponsor's discretion, before) May 15, 2015. However, these award dates shall be subject to postponement at the choice of the Sponsor, if before May 1, 2015 the Sponsor receives notice from a Participant other than a notified winner, of a conflicting claim of entitlement to the prize award, in accordance with section 11 (Prize Claim Disputes). Also, any winner who does not respond to the Sponsor's prize notification by causing the Sponsor's form of affidavit of eligibility to be delivered to the Sponsor, duly executed by the winner and notarized according to law, the liability waiver and (except where prohibited) the Sponsor's form of publicity release, also duly executed (all) within thirty days after the Sponsor sends the prize notice by U.S. Postal Service, will forfeit the prize. It is the responsibility of all Participants to maintain in current, active and functional status the email address supplied to the Sponsor upon entry in the Competition. Except as to winners domiciled in states that prohibit publicity releases as a condition of Competition prize awards, award of any prize will be subject to and conditioned upon the winner's execution and delivery to the Sponsor of a liability release, signed and notarized affidavit of eligibility and publicity release (all) in form provided by or acceptable to the Sponsor.

All winners are subject to disclosure of their winnings and identifying information to the extent that such disclosure is required by law or otherwise provided for in these Rules. The Participant's right to receive a prize award is non-transferrable and non-assignable. Regardless of how winners use prizes awarded to them, all such awards may be taxable income to the recipient. Participants are responsible to pay all income taxes and other taxes and charges that may become due in respect of any prize received. Award of all prizes is conditioned on the recipient's furnishing to the Sponsor, all such personal information of the prize winner as the Sponsor may require to prepare and file with all appropriate taxing authorities, required reports of prize disbursements, including and not limited to IRS Form 1099-MISC. Except where prohibited by law, all winners consent to the Sponsor's use of their names, home town, amount of prize value won and likenesses for submission of law-required reports and disclosures and for promotional purposes on behalf of the Sponsor and the Sponsor's advertisers.

"Communications" means all of the entries, predictions, email transmissions, notifications, affidavits, releases and all other communications, regardless of communication medium, from you to the Sponsor, from any other participant in the Competition to the Sponsor, and from the Sponsor to you or to any other participant in the Competition. A "Defective" Communication is one that regardless of cause or fault, is any of: delayed, misdirected, incomplete, late, postage-due, illegible, unintelligible, garbled, lost, stolen or not received due to email traffic congestion. None of the Sponsor and the Sponsor's employees and owners shall be responsible for or liable regarding any Defective Communications.

11. Prize Claim Disputes - Notice Required by May 1, 2015.

If you claim a right to receive a prize that has not been awarded to you, then by no later than May 1, 2015 you must cause a Prize Dispute Notice to be delivered to the Sponsor by that date and in full compliance with this section 11. Prize Claim Dispute Notices must be addressed to and delivered to Brack Attack™ Prize Claim Dispute, Post Office Box 824, Long Beach, NY 11561. To be effective to preserve any rights of a disputing prize claimant, the Prize Claim Dispute Notice must: (1) be provided in hard copy, and (2) be sent by certified mail, return receipt requested, and (3) be legible, and (4) identify the disputing prize claimant, the particular prize award that is disputed, and in reasonable detail, the basis of the dispute, and (5) be received at the address specified in this section 11 by May 1, 2015. Failure to give notice of any prize claim dispute timely and in complete compliance with this section 11 constitutes the Participant's waiver of all prize claims. **PRIZE CLAIM DISPUTES THAT ARE NOT RESOLVED AMICABLY BY May 15, 2015 WILL BE SUBMITTED TO ARBITRATION PURSUANT TO SECTION 12 OF THESE RULES.**

12. Dispute Resolution.

Choice of Law. Resolution of all claims by Participants related to the Competition shall be determined according to the law of the Commonwealth of Pennsylvania, United States of America, except that the conflict of law rules of Pennsylvania shall not be applied so as to require reference to the law of any jurisdiction other than Pennsylvania.

Forum Selection; Arbitration. All disputes, claims, or controversies arising out of or relating to these Rules, the Sponsor's conduct of the Competition, any person's participation in the Competition, or the Site, that are not resolved by mutual agreement, shall on the notice of either party to the claim, dispute or controversy be resolved by binding arbitration to be conducted before the American Arbitration Association (the "AAA") in Philadelphia, Pennsylvania, and according to the commercial arbitration rules of the American Arbitration Association in effect upon commencement of the arbitration. You expressly acknowledge and agree that you may not bring any type of legal action

against the Sponsor or relating to the Site other than pursuant to an arbitration consistent with this section and hereby waive any right to do so; provided that the foregoing shall not apply to enforcing an arbitration award in a court of competent jurisdiction. Arbitration will be held in Philadelphia, Pennsylvania, before a single arbitrator mutually agreed upon by the parties, or if the parties fail to mutually agree, a single arbitrator selected in accordance with the commercial arbitration rules of the AAA. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator shall not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Rules and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Rules. Each party hereby irrevocably waives any claim to such excluded damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrator will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the sole purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

No Class Actions. All causes of action or lawsuits in any way arising out of or connected with the conduct of the Competition or any of them shall be resolved individually without resort to any form of class action litigation. Recovery against the Sponsor, the Sponsor's affiliates and the owners, officers, employees or agents of any of them, as to such causes of action, lawsuits or claims related to them, shall in any event be limited to actual out-of-pocket expenses incurred and any prize to which entitlement is claimed.

13. What the Sponsor is Not Responsible For or Liable For.

By the act of entry into the *Brack Attack™* Competition, you and all Participants agree that none of the Sponsor or its employees or owners shall be liable for claims, suits, judgments or costs based upon "Adverse Claims." Adverse Claims are claims based upon any or any combination of the following circumstances, events or facts: (1) malfunctions, delays, disconnections, lost connections or transmission errors of any computer, software, electronic system, Internet access system or telephone system; or (2) corruption, loss of, theft of, or unauthorized access to data; or (3) damage to any computer, computer system, or network connection; or (4) printing errors, typographical errors, human errors, administrative errors, or technological errors, including (not limited to) such errors in any materials associated with the Competition, including but not

limited to these Rules; or (5) failure to capture information or capture of information that is inaccurate or incorrect; or (6) any Participant's claim that the Participant or someone else has somehow been portrayed in a false light or defamed. Refer also to sections 14 and 15 of these Rules for additional provisions about what the Sponsor and others shall not be liable for. All Participants release the Sponsor, together with all other businesses and persons involved with the conduct of the Competition, as well as their owners, directors, officers and agents, from all claims and liability (except for prize claims) related to participation in the Competition. **EXCEPT FOR ANY CLAIM OF ENTITLEMENT TO A PRIZE, MADE IN GOOD FAITH, YOU HEREBY EXPRESSLY RELEASE SPONSOR FROM LIABILITY FOR ANY DAMAGES INCURRED THROUGH YOUR USE OF THE SITE. SHOULD YOU BRING ANY CLAIM, SUIT, ACTION, ARBITRATION OR PROCEEDINGS AGAINST THE SPONSOR, YOU HEREBY AGREE THAT YOU MAY NOT RECEIVE OR COLLECT, AND HEREBY WAIVE, ANY RIGHT TO RECEIVE AND ANY RIGHT TO COLLECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. THE SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING AND NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE, AND NON-INFRINGEMENT. THE SPONSOR AND ITS RESPECTIVE PARENT COMPANY, SUBSIDIARIES, SUCCESSORS AND OTHER AFFILIATED COMPANIES AND AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES (THE "RELEASED PARTIES"), SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY WARRANTIES MADE OR OFFERED BY ADVERTISERS, MANUFACTURERS, PARTNERS OR SUPPLIERS, INCLUDING (AND NOT LIMITED TO) PRIZES OFFERED IN CONNECTION WITH THE COMPETITION OR GOODS OR SERVICES PURCHASED WITH USE OF THE SITE. UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES OR ANY OF THEM BE HELD LIABLE OR RESPONSIBLE FOR A PARTICIPANT'S USE OF INFORMATION OR PRODUCTS PROVIDED OR MADE AVAILABLE THROUGH THE SITE OR THE COMPETITION OR FOR ANOMALIES RESULTING FROM UNINTENDED OR ERRONEOUS PARTICIPATION, UNINTENDED INTERRUPTION OR DISCONNECTION OF THE INTERNET OR ERRONEOUS AWARD OF PRIZES OR OTHER BENEFITS.**

SOME STATES DO NOT ALLOW SOME OF THE FOREGOING LIMITATIONS OR EXCLUSIONS OF LIABILITY; THEREFORE THEY MAY NOT APPLY.

14. Message Boards; Content.

The Sponsor may (or may not) provide message boards for Participants in the Competition or visitors to the Site. Message boards are not monitored but the Sponsor reserves the right to do so. The content of messages that Participants post on these message boards is subject to the following mandatory guidelines and deletion at the sole discretion of the Sponsor or (if the Sponsor concurs) upon the reasonable request of a Participant.

Inappropriate message board content which is subject to deletion includes and is not limited to: (i) strong expletives, (ii) hate speech, (iii) crude or explicit sexual references, (iv) messages pertaining to contraband or illegal activity, (v) strong language generally considered offensive (including without limitation, references to a particular race or nationality, sexual orientation, gender, or other class characteristic), (vi) incitation to criminal activity, (vii) threatening or abusive content, (viii) defamatory statements pertaining to any juridical or natural person, (ix) infringing material and (x) content which in the opinion of the Sponsor is inconsistent with the legitimate conduct of the Competition. Also subject to deletion is any message board content which in the Sponsor's sole opinion is speech that would not normally be acceptable in a room full of strangers or in the work place.

The Sponsor cannot monitor all message board content and will not attempt to do so. If any message board Participant encounters content which the Participant believes should be deleted or believes is inconsistent with these rules, the Participant can report it to the Sponsor at contest@brackattack.us.

The Sponsor does not pre-screen or filter all content that Participants post on message boards or endorse or otherwise approve any such content or any opinions expressed in it. The Sponsor reserves the right to remove message board content for any reason whatsoever, including and not limited to content which in the Sponsor's sole opinion is inconsistent with these Rules. Neither the Sponsor nor any affiliate or employee of the Sponsor assume any liability for message board content or for any failure to remove message board content or delay in removing it. Participants who post content on Sponsor-provided message boards, by so doing, assume full personal responsibility for the lawfulness, completeness, accuracy, usefulness and compliance with these Rules, of all such content. Any Participant posting content shall indemnify, reimburse and hold Sponsor harmless from any and all damages, losses, liability and costs (including without limitation attorney fees, investigation costs and court costs) arising from, based upon or in connection with the posted content or such Participant's use of the Site.

15. Third-Party Sites.

The Sponsor may provide links to third-party websites that the Sponsor does not operate, control or influence ("Third-Party Sites"). Such links are provided solely for the convenience of Participants in the Competition. Some Third-Party Sites may be helpful to Participants in their timely accessing of game outcome information that the Participant may use in connection with the Competition. Other Third-Party Sites may include advertisers and other content providers. Some Third-Party Sites may solicit personal information from you or otherwise collect information and may have privacy policies that may differ from the Sponsor's privacy policy (or may have no privacy policy at all). The

Sponsor disclaims the accuracy and completeness of all information sourced from Third-Party Sites. The Sponsor disclaims responsibility and shall not be responsible (and the Participant agrees that the Sponsor shall not be responsible) for any Third-Party Site, including, without limitation, the content, privacy policies, or collection, use or disclosure of any personal information about you without your consent (all) of Third-Party Sites. By accessing a Third-Party Site via a link which the Sponsor provides, you accept the full risk of using the Third-Party Site. **CLASS ACT SPORTS, LLC IS NOT RESPONSIBLE FOR SO-CALLED COOKIES, WEB BEACONS, CLEAR GIFS OR OTHER CODE THAT YOU OR OTHERS PLACE ON YOUR COMPUTER IN ANY WAY, INCLUDING ANY ASSOCIATION OF THE SITE WITH SUCH CODE. THE INCLUSION OF ANY LINK DOES NOT IMPLY ANY ENDORSEMENTS OR RECOMMENDATIONS BY THE SITE OR THE SPONSOR TO ANY THIRD-PARTY SITES OR SUCH SITES' RESPECTIVE OWNERS OR OPERATORS.**

16. Ownership and Use of Trademarks, Copyrights and Other Rights.

Content shown on the Sponsor's website(s) includes trademarks and copyrighted materials (including software) owned by the Sponsor or third parties, or as may apply, owned by third parties and licensed to the Sponsor or others. Content shown on Third-Party Sites accessible via a link provided on the Sponsor's website(s) includes trademarks and copyrighted materials (including software) owned by or licensed to the operator of the Third-Party Site. Some of this content includes the names and logos of teams, leagues and sanctioning bodies and the names and likenesses of athletes and other public figures and such persons' rights of publicity. No downloading or copying of this content by Participants is allowed. No ownership or license rights in this content are granted to any Participants. All right, title and interest shall remain with and is reserved to its owner. By your act of registration, you have agreed not to download, copy, modify or otherwise use any intellectual property that is not your own. A Participant who downloads or copies such content is subject to termination of the Participant's registration with the Sponsor and termination of all rights in respect to the Competition. Such copying or downloading may be an infringement or other offense under applicable law, exposing the infringer or offender to criminal and civil penalties. For purposes of clarity, but so as not to limit the above in any way, Sponsor has licensed materials from SportsData, and such licensed materials are expressly for your personal, non-commercial use. It is the Sponsor's policy to cooperate with all investigations of infringement or unlawful copying or other use of content, conducted by governmental agencies or the owners of rights. Participant will indemnify, reimburse, and hold Sponsor harmless from any and all damages, losses, liabilities and costs (including without limitation attorney's fees, investigation costs and court costs) arising from, based upon or in connection with any: (i) claims alleging that actions of the Participant have resulted in the infringement of any third-party rights, or (ii) the Participant has violated any of these Rules.

Your act of posting or sending any content to the Sponsor constitutes your warranty that you have the right to do so and that such content does not infringe any other person's rights. Your act further constitutes your irrevocable grant to the Sponsor of the complete right to publicly display, use, communicate, perform, quote, modify and broadcast such content, in perpetuity, anywhere in the world, with or without attribution and without notice or compensation.

17. The Sponsor's Prerogative to Terminate a Participant's Entry or the Competition Itself.

The Sponsor reserves the right to cancel or terminate the Competition or your participation in the Competition, or to modify these Rules, at the Sponsor's sole discretion and at the Sponsor's prerogative, in the event of circumstances that render it reasonable for the Sponsor to do so. Such circumstances are not limited to, but may include: "virus," "worms," "bugs," computer problems, technical failures, tampering, fraud, unauthorized human intervention, cheating, "hacking" or other like or unlike cause beyond the Sponsor's control, that in the Sponsor's sole opinion tends to corrupt or impair the administration, integrity, security, fairness or proper participation in the Competition to the Sponsor's name, reputation and goodwill. In the event that the Sponsor should exercise its prerogative to terminate the entire Competition during the Tournament, prizes offered in respect of the Competition will be awarded upon the basis of team scores as of the date of termination.

All Participants in the Competition shall indemnify, pay to and hold the Sponsor and the Released Parties harmless, on an after-tax basis, from and against any and all losses, damages, liabilities and costs, however incurred, including (not limited to) claims, suits, judgments, defense costs (this includes both attorney fees and investigation costs), arising out of, based upon or in connection with: (1) a third-party claim of infringement or violation of publicity rights or privacy rights, based on information or Content provided by such Participant, or (2) the Participant's failure to comply with the entirety of these Rules.

18. Privacy Policy.

The Sponsor respects every Participant's right to privacy and the importance of protecting information collected about them. The Sponsor has adopted a Site-wide privacy policy regarding Participant personal information that is collected in the course of conducting the Competition and other promotional activities of the Sponsor. This policy guides how the Sponsor will store and use the personal information which Participants provide in connection with their participation in the Competition. The Sponsor collects information from you when you register on the Site, register to participate in the Competition, win a prize due to your participation in the Competition, or place content

on message boards at the Site. Such information may include, but shall not be limited to, your name, email address, physical address, other contact information and in some instances a profile photo (if allowable under the law). The Sponsor adheres to the safe-harbor principles that have been established by federal law. Participant personal information that is safeguarded under this policy does not include any information regarding which the Participant has granted publicity rights to the Sponsor.

You warrant that you are providing us with complete and accurate information when you sign up on the Site, and you agree to update this information if it changes. You are responsible for maintaining the confidentiality of your information to log onto the website, including your user name(s) and password(s). You explicitly accept responsibility for activities, damages or charges that result from the use of your account. Please contact us immediately if you believe that someone else is unlawfully accessing your account without your permission. Class Act Sports, LLC shall not be liable for any damage or loss resulting from said unauthorized use.

The Sponsor will use the protected Participant information: (1) to administer the Competition and other promotional activities from time to time conducted by the Sponsor, including prize notifications and prize deliveries, and (2) to make reports and submissions to governmental agencies and branches, as required or permitted by law. We may send you email announcements of upcoming promotions and competitions, and information about Class Act Sports' products, features and events. We share your personally identifiable information with trusted third parties who assist us in operating our website, conducting our business or providing services to you, so long as those parties agree to keep this information confidential. From time to time we may also share Participant lists and customer lists (both) compiled upon the basis of information we have collected, to businesses and charitable foundations that post content or advertise on the Site. Information that is not personally identifiable may be provided to other parties for marketing, advertising and other uses.

Sometimes, at our discretion, we may include or offer links to third-party websites. These third-party sites have separate and independent privacy policies. Therefore, we have no responsibility or liability whatsoever for the content or activities of these linked sites. By participating in the Competition we deem you to have consented to our sending to you such announcements, via email and to our sharing information that we collect, as disclosed in this our privacy policy. Participants who have given that consent can opt out and revoke their consent at any time by giving notice in accordance with instructions set out in the email announcements, or by writing to the Privacy Policy Administrator at the address set out below. We implement password protection and a variety of security measures to maintain the safety of your personal information when you enter, submit or access your personal information. We use a secure server to protect your personal information and prevent unauthorized access and disclosure. Although we work very

hard to protect your personal information and privacy, we do not promise, nor should you expect, that your personal information or private communications will always remain private. When you close your account, we will remove your personal information, as soon as reasonably possible, in accordance with applicable law and based on account activity. We will retain personal information from closed accounts to comply with law, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Rules, and take any necessary or appropriate actions permitted by law. Please be aware that it is technologically impossible to remove from our servers, every record or information that you provide to us. The need for backup means that a copy of your personal information may exist in non-erasable form.

Any Participant who has questions or comments about the Sponsor's privacy policy or the Sponsor's collection, safeguarding and use of protected Participant personal information may present the inquiry by writing to: Privacy Policy Administrator, Fantasy Sports Competition, Class Act Sports, LLC, P.O. Box 824, Long Beach, NY 11561. This policy applies only to information collected by the Sponsor in connection with Participants' participation in the Competition. Personal information is information which identifies the Participant and may be used to contact the Participant. The Rules provide that children under eighteen years of age are ineligible to participate or to win prizes from their participation in the Competition. **CHILDREN MUST NEVER SUPPLY THEIR NAMES OR OTHER IDENTIFYING INFORMATION WITHOUT THEIR PARENTS' WRITTEN PERMISSION.** No information should be provided to the Sponsor by or regarding children. If for any reason any person is concerned about a child's personal identifying information having been supplied, such person should contact the Sponsor by writing to the address set out above and specifying the particular information and individual in question. In response to the inquiry, the Sponsor will review and remove the child's information as appropriate. In any event the Sponsor does not knowingly collect nor disclose personal information about children.

A "cookie" is a computer file that contains non-personal information saved to your computer's hard drive. You can disable your "cookies" through your website browser; however, this may affect your use of, or proper access to, certain parts of the website. Your user name may be stored using a "cookie", however, in order to maintain the integrity of your security, you may still be required to type in your password each time you visit our website.

19. Limitations on Warranty.

YOU AGREE EXPRESSLY THAT YOUR USE OF ANY FACILITIES, SERVICES AND PRODUCTS PROVIDED BY THE SPONSOR AND YOUR USE OF THE INTERNET IS AT YOUR SOLE AND ASSUMED RISK. THESE FACILITIES, SERVICES AND PRODUCTS ARE PROVIDED ON THE BASIS OF "AS IS" AND "AS AVAILABLE" WITHOUT EXPRESS WARRANTY, WITHOUT

IMPLIED WARRANTY, AND WITHOUT FITNESS FOR ANY PARTICULAR PURPOSE, SUBJECT ONLY TO LAWS THAT RENDER A WARRANTY LEGALLY INCAPABLE OF EXCLUSION, BUT ONLY TO THE EXTENT OF SUCH LAW'S REQUIREMENT. THE SPONSOR PROVIDES THE COMPETITION AND THE SERVICES OF THE SITES ONLY AS MAY BE COMMERCIALY REASONABLE. THE SPONSOR DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE OF THE SITES AT TIMES OR LOCATIONS OF YOUR CHOOSING OR THAT THE SPONSOR WILL HAVE ADEQUATE CAPACITY AS A WHOLE OR IN ANY STATE.

20. Copyright Policy

Copyright Complaints: Class Act Sports, LLC respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Class Act Sports, LLC of your infringement claim in accordance with the procedure below.

As set forth in our Copyright policy, Class Act Sports, LLC will process and investigate notices of alleged infringement and will take appropriate actions under the United States Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Class Act Sports' Copyright Agent at: contest@brackattack.us (Subject Line: "DMCA Takedown Request"). You may also contact us at:

Class Act Sports, LLC
P.O. Box 824
Long Beach, NY 11561

To be effective, the notification must be in writing and contain the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
4. Your address, telephone number and email address;

5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright to intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright agent:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the Eastern District of New York and a statement that you will accept service of process of that court upon the suit of the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Class Act Sports, LLC will send a copy of the counter-notice to the original complaining party informing that person that the Sponsor may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in fourteen (14) days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer policy: In accordance with the DMCA and other applicable law, Class Act Sports, LLC has adopted a policy of terminating, in appropriate circumstances and at

Class Act Sports' sole discretion, users who are deemed to be repeat infringers. Class Act Sports may also at its sole discretion limit access to the Site and/or terminate the participation of any users (Participants) who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

21. Non-Affiliation Disclaimer.

The Competition is not in any way affiliated with, or endorsed by, NCAA Basketball or its related institutions.

Class Act Sports, LLC is not affiliated in any way with Apple, the Apple Store, iPhone, iPad, iPod or any other Apple products. Apple, the Apple Store, iPhone, iPad, iPod and other Apple products are the trademarks of Apple. Apple is not a sponsor nor is it involved in any way with this competition, Class Act Sports, LLC or Brack Attack.

22. Paragraph and Section Headings; Context.

In these Rules, paragraph and section headings are not intended to affect content or meaning. Headings do not imply that a subject indicated by the heading is addressed only under one heading. Rather, headings are no more than a convenience to aid the reader in reviewing these rules as a whole. A particular topic may be addressed under more than one heading and may not be indicated by the heading under which it appears. Each part of these rules is to be interpreted and applied in the context of the entire rules document.

23. Severability.

All provisions of these Rules are severable. If an arbitrator or a court of competent jurisdiction shall find that any provision of these Rules is void or unenforceable, then the remainder of these Rules shall be in effect and the unenforceable provision shall be deemed modified to the minimum extent necessary to render the provision enforceable and valid as modified.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

25. The Sponsor.

The Sponsor is Class Act Sports, LLC, P.O. Box 824, Long Beach, NY 11561.

Email: contest@brackattack.us

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