

Kinetic Hoops Madness Contest Rules

1. NO PURCHASE NECESSARY TO WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
2. Sponsor: **Windstream Services, LLC.**
3. **Eligibility:** Entrant must be 18 years of age or older. LIMIT ONE ENTRY PER PERSON OR CUSTOMER ACCOUNT. Employees of Sponsor, subsidiaries and affiliated companies are NOT eligible for the Contest Prize(s) (defined further herein) but may be eligible for the Employee Prize (defined further herein). To be eligible for the Employee Prize, employees of Sponsor, subsidiaries and affiliated companies must enter the Contest using his/her Windstream email address (@windstream.com). This promotion is open to legal residents of the following states of the United States only: Alabama, Arkansas, Florida, Georgia, Iowa, Kansas, Kentucky, Minnesota, Missouri, Mississippi, North Carolina, Nebraska, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, and Texas.
4. **About the Contest:** The Contest (defined further herein) is conducted as an overlay game using the tournament brackets Entrants may create in connection with Votion's separate, free tournament bracket game platform (the "Contest"). Entrants are invited to create ONE (1) free tournament bracket ("Contest Bracket") in which they predict the winners of the 63 games (excluding the four "play-in games") comprising the 2020 NCAA Division I Men's College Basketball Tournament (the "Tournament"). Players will be awarded points by correctly predicting the game winners as detailed herein.

In addition to these Rules, additional rules and guidelines regarding game play and scoring (which are fully incorporated into these Rules by reference) are located on the Kinetic Hoops Madness bracket intake site at <http://www.Windstream.com/HoopsMadness> (the "Scoring Rules"). In the event of a conflict between these Rules and the Scoring Rules, these Rules will govern.

5. **Timing:** The registration period ("Registration Period") begins on March 16, 2020 subsequent to the announcement of the full field of tournament teams and ends on March 19, 2020 prior to the published tip-off time of the first game (time TBD).
6. **How to Enter:** Entrant must complete a Contest Bracket by visiting the website <http://www.Windstream.com/HoopsMadness>. All completed Contest Brackets become the property of Sponsor and will not be returned. Contest Brackets without all of the blanks completed will be disqualified and not entered into the Contest. All late, lost, or incomplete entries are not considered valid entries. Any form of entry other than as specified in these rules is prohibited. Sponsor will be collecting personal data about entrants when they register and enter the Contest. For rules regarding use of such personal data, please review these Rules and Windstream's privacy policy at www.Windstream.com. By participating in the Contest, Entrants agree to be bound by these Rules, and the decisions of the Sponsor are final and binding in all respects.

All Contest Brackets must be completed by the end of the Registration Period. **LIMIT ONE (1) CONTEST BRACKET PER PERSON AND PER EMAIL ADDRESS.**

7. **Contest Prizes:** Six (6) rounds including sixty-three (63) games are scheduled to be played in the Tournament (the "play-in" games which determine the sixty-fourth seed are not counted for purposes of the Contest). The result of any game in the Tournament shall be deemed final based on the results certified by the NCAA prior to the commencement of the immediate next game in the Tournament, unless the NCAA undertakes review of the results of said game, in which case the NCAA's final decision shall be determinative. In accordance with the Scoring Rules, the Entrants receiving the highest score after each round ("Qualifying Entrants") will receive the following Contest Prizes* as follows:

<u>First Round:</u>	32 individual prizes valued at \$25
<u>Second Round:</u>	16 individual prizes valued at \$75
<u>Third Round:</u>	8 individual prizes valued at \$125
<u>Fourth Round:</u>	4 individual prizes valued at \$200
<u>Sixth Round:</u>	1 individual prize valued at \$500

*Example Contest Prizes: USB Power Bank, Smart Home Assistant Speaker, Wireless Bluetooth headphones, and Streaming/Smart TV devices.

Employee Prize: In accordance with the Scoring rules, the employee Entrant receiving the highest score after the final round will receive a \$100 gift card.

Ties: A "Tie" occurs when the validly submitted Contest Bracket of two or more eligible Entrants each receive the same score pursuant to the Scoring Rules after any given round. In the event of a Tie that results in a number of Qualifying Entrants greater than the number of prizes available for any given round, prize winners will be selected from the applicable Qualifying Entrants by random draw.

Prize winners will be contacted via telephone and email, and winners must respond within 5 business days before the prize will be forfeited. Contest Prizes and the Employee Prize are not transferable and must be accepted as awarded. If the winner chooses to contribute the gift to charity, they should do so after receiving it from the Sponsor. No cash or other substitution can be made for a Contest Prize or the Employee Prize, except by Sponsor or the administrator in the event that the Contest Prize or Employee Prize cannot be awarded for any reason, in which case, Sponsor or the administrator will award a prize of equal value. All taxes, fees and surcharges on Contest Prizes and the Employee Prize (or replacement prizes) are the sole responsibility of the applicable winner.

8. **Prize Winner:** Subsequent to the finality of each round, applicable prize winners will be announced via Facebook by posting each winner's first name and last initial. You may also obtain the names of the prize winners by mailing a written request to: Attn: Legal Department, Windstream Services, 4001 N. Rodney Parham Rd., Little Rock, AR 72212.
9. **Other Terms and Conditions:** Each prize winner may be required to sign and return an Affidavit of Eligibility Liability Release within 14 days of notification, failing which the potential winner will be disqualified and another winner selected in the place of the disqualified person at random from that round's Qualifying Entrants. Decisions are final. If any prize notification is returned as non-deliverable, the potential winner will be disqualified after three attempts and another potential winner will be selected in the original potential

winner's place. The rules are subject to all federal, state and local laws. Void where prohibited.

- 10. Miscellaneous:** All entries become the sole property of Sponsor and none will be returned. In the event of a dispute, the Sponsor's decision is final. Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, communications failure, theft or destruction or unauthorized access to, or alteration of entries. Sponsor assumes no responsibility for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest or any of its respective components are not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures of any kind, whether human, mechanical, or electronic, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or the affected component thereof, and, in its sole discretion, to award prize(s) only within that portion of the Entrant group not affected by the disruption, if any. In addition, should the Tournament be postponed, shortened, interrupted, modified, or cancelled for any reason, Sponsor reserves the right at its sole discretion to award prize(s) at the time the Tournament is affected, or to cancel, terminate, modify, or suspend the Contest.
- 11. Disputes:** Except where prohibited by law, all Entrants agree that any and all disputes arising out of the Agreement shall be resolved under the Laws of the State of Arkansas in a Court located in Pulaski County, Arkansas.