

Omni Battle of the Brackets Sweepstakes Official Rules

By entering the Sweepstakes, you accept and agree to be bound by these Official Rules.

1. No Purchase Necessary: No purchase or payment necessary to enter. A purchase or payment will not increase your chances of winning. Void where prohibited by law.

2. Sponsor: **Omni Battle of the Brackets** (the “Sweepstakes”) is sponsored by Omni Financial, with a principal place of business at 1 Radisson Plaza, Suite 804, New Rochelle, New York, 10801 (the “Sponsor”) and a mailing address of P.O. Box 467, New Rochelle, New York, 10802-0467.

3. Omni Financial, is the sole sponsor of this Sweepstakes. This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Amazon, the NCAA, or any other company OR ORGANIZATION other than Omni Financial.

4. Eligibility: The Sweepstakes is open only to legal residents of the continental United States who have reached the age of majority at the time of entry. Employees, officers, directors, affiliates, subsidiaries, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (defined as spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Sweepstakes. The parties acknowledge that the Sponsor shall not be liable for the reimbursement of any prizes or other amounts payable to entrants who are in violation of these eligibility requirements or these Official Sweepstakes Rules. Any entrant who attempts to use any device, false identity or artifice to enter multiple times will automatically be disqualified from the Sweepstakes. One entry per person for the Semi-Final Pool (defined below) and one entry per person for the Final Pool (defined below). Void where prohibited by law.

5. Sweepstakes Period: The Sweepstakes begins at 12:01 a.m. ET on March 11, 2019 and ends at 5:00 pm ET on March 30, 2019.

6. Prize Description: The week of April 9, 2019, Sponsor will award one (1) television valued no greater than \$250.00 and one (1) Amazon gift card valued at \$400.00. No two individuals are eligible to receive both prizes. The total value of the prizes to be awarded to an individual is valued at no more than four hundred dollars (\$400.00).

7. Odds of Winning: Odds of becoming a winner depend on the number of eligible entries received in the Sweepstakes.

8. How to Play / Description of Sweepstakes:

a. Entry. To enter the Sweepstakes, an entrant must either: (i) Complete the Sweepstakes form posted on the Sponsor’s Facebook page and submit the voting form to the Sponsor through Facebook; or (ii) submit an entry by mail to Sponsor -- Attn: ENTRY – Omni Battle of the Brackets, P.O. Box 467, New Rochelle, New York, 10802-0467. All persons who have reached the age of majority at the time of entry will be automatically entered upon completion of the requirements above. Any entry that is illegible, inaccurate, incomplete, late or does not otherwise conform with these Official Sweepstakes Rules will be disqualified. All entries must be received by the Sponsor before 5:00 p.m. ET on March 30, 2019.

b. Winner Selection. The prize drawings will be made from all eligible entries. Each entrant will select four (4) NCAA teams that he or she predicts are most likely to be the last remaining four (4) teams and one (1) team that the entrant predicts is most likely to win the NCAA championship. The entrants that correctly select the four (4) NCAA semi-finalists will be entered into the semi-final pool (the “Semi-Final Pool”). The entrants that correctly select the NCAA championship winner will be entered into another pool (the “Final Pool”). Alternatively, an entrant may submit an entry by mail in accordance with Section 8(a)(ii) and be entered directly into both the Semi-Final Pool and the Final Pool. Sponsor will then randomly draw one (1) winning entry from the Semi-Final Pool and one (1) entry from the Final Pool during the week of April 9, 2019. Sponsor will notify winners of the Sweepstakes by email or telephone within twenty-four (24) hours of the drawing. No two individuals are eligible to receive both prizes. If the winner fails to comply with these Official Sweepstakes Rules, or is ineligible to receive a prize, the prize will be awarded to an alternate entrant selected by a second random drawing conducted in accordance with these Official Sweepstakes Rules. The Sponsor shall not be responsible or liable for failure to contact a potential prizewinner who provides incorrect or incomplete contact information. All winners may be required to submit valid identification to the Sponsor to claim a prize.

c. Affidavit/Release. If required by Sponsor, a winner must (either conventionally or electronically) provide his or her name and sign and return a release of liability and declaration of eligibility within fifteen (15) days of notification from Sponsor of winning a prize. Otherwise, the prize will be forfeited and awarded to an alternate person.

d. Award of Prizes. Prizes will be awarded within thirty (30) days following verification of eligibility and compliance with the terms of these Official Sweepstakes Rules. The Sponsor’s decisions regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. The Sponsor will not be

responsible for typographical, printing or other inadvertent errors in these Official Sweepstakes Rules or in other materials related to the Sweepstakes.

9. Advertising and Promotion: By accepting a prize in the Sweepstakes, a winner agrees that Sponsor and its designees may use winner's name, biographical information (city and state only), picture, voice, quote, comments, image and/or likeness for the purpose of advertising or trade without further compensation in any and all media for advertising purposes. By accepting a prize, a winner agrees that all electronically signed documents shall be of the same force and effect as if they were conventionally signed.

10. Privacy: Personally identifiable information of individual entrants will not be sold or otherwise transferred to unaffiliated third parties, but the information may be used by the Sponsor to contact entrants in the future with offers and announcements that the Sponsor feels may be of interest. If an entrant does not wish to be contacted by the Sponsor, the entrant should opt-out of such contact by sending written notice to OPT OUT - Attn: Omni Battle of the Brackets, P.O. Box 467, New Rochelle, New York, 10802-0467 or, if entrant only wishes to unenroll from Sponsor's email list, by submitting an opt-out request through the link provided on the bottom of an email sent by Sponsor to entrant's registered email address.

11. Release and Limitation of Liability: By participating in the Sweepstakes, entrants agree to release and hold harmless Sponsor, its respective officers, directors, employees, parent companies and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action Sponsor's liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall Sponsor be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All prizes are provided "as is" and Sponsor disclaims all warranties, whether express or implied with respect thereto.

By participating in the Sweepstakes, entrant additionally agrees to release and hold harmless Facebook, its respective officers, directors, employees, parent companies and agents from and against any claim or cause of action arising out of participation in the Sweepstakes.

12. General:

- a. Taxes.** Taxes, if any, are the sole responsibility of the prize winner.
- b. No Substitution.** No substitution or transfer of prizes permitted.
- c. Operations.** ANY ATTEMPT BY AN ENTRANT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- d. Disqualification.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds: to be tampering with the entry process or the operation of the Sweepstakes; acting in violation of the Sponsor website terms and conditions; or acting in a disruptive, annoying, abusive, threatening or harassing manner to any other person. Without limitation, any use of software or hardware to automate entries is prohibited and will subject such user to disqualification.
- e. Term.** Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Sweepstakes.
- f. Choice of Law and Venue.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules or the rights and obligations of the participant or Sponsor in connection with the Sweepstakes 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 that would cause the application of any other state or federal laws. Any action arising out of the Sweepstakes shall be filed in the United States District Court of record for Westchester County, New York and the parties hereby submit to the exclusive jurisdiction and venue of such court for all purposes in connection with these Official Sweepstakes Rules and the Sweepstakes.

13. Winners List: To receive the names of the official prize winners, send a self-addressed stamped envelope to Omni Sweepstakes-WINNER LIST - Attn: Omni Battle of the Brackets, P.O. Box 467, New Rochelle, New York, 10802-0467.