

Official Terms of Participation in the 2010 Bullpen Fantasy Football Tournament

- 1. Game of Skill:** Bullpen Fantasy Football Tournament (BPFFT) is a game of skill, in which participants use their knowledge and analysis of professional football, and the skills and strategies surrounding the rules governing the BPFFT, to compete against other participants. The outcome is clearly based on the participant's skills and abilities, including skills in such areas as (1) the prediction of the future performance of athletes over a significantly extended time period and not just a single game or a single performance; (2) the skill and ability in creating a balanced fantasy team from such individual athletes based on weekly match-ups; and (3) the skills and strategies surrounding the appropriate understanding and use of the rules governing tournament competition in the BPFFT. BPFFT award recipients are determined by the objective criteria enumerated under the Official Rules of the 2010 Bullpen Fantasy Football Tournament document.
- 2. Eligibility:** The BPFFT is open to individuals (both participants and co-managers) who are 18 years of age or older and are legal residents in a jurisdiction in which the contest is permitted. Void in the states of Montana, Vermont, Iowa, Arizona, Arkansas, Louisiana, and North Dakota, (collectively "Restricted States") and elsewhere where prohibited or regulated by law. Additionally, the BPFFT cannot accept entry fees from residents of Restricted States. Employees and immediate family members of Bullpen and Super Commissioners LLC (contest management team) are not eligible to win awards. Immediate family is defined as parent, sibling, or any other person residing in the same household as employee. It is also a condition of participation requirement that each participant has internet access in order to manage his or her team throughout the duration of the BPFFT contest. Bullpen may decline eligibility to any participant at its sole discretion. Bullpen is not responsible for any loss or liability incurred by any participant or co-manager denied eligibility, including but not limited to travel expenses, time taken off from employment and the like, nor for any violations of the law by participants or their co-managers.
- 3. Participation:** Your Participation in the Bullpen Fantasy Football Tournament (BPFFT) constitutes your acknowledgment and agreement that you have read, understand, and agree to the terms of these rules. By participating, entrants agree to be placed on Bullpen's electronic mailing list to receive information about special offers and the latest events at Bullpen. Super Commissioners and Bullpen's privacy policy still applies and all entrants will have the option to unsubscribe to the mailing list. Bullpen reserves the right to reject any application at its sole discretion without notice. Bullpen is not responsible for lost, late, damaged, illegible, or misdirected applications.
- 4. Co-Participants:** Only one person will be considered the manager of a team in the BPFFT and any prize awards will be paid solely to that one individual. Teams may elect to have co-managers if they wish, but for all official BPFFT purposes each team will be owned by one individual. Co-participants have no legal standing with the BPFFT and may be residents of any state.
- 5. Term of the BPFFT:** BPFFT begins on Wednesday, September 9, 2010, and ends on Tuesday, December 27, 2010, spanning the first 16 weeks of the NFL season. The Thursday night September 9, 2010 game counts toward Week 1 BPFFT scoring.
- 6. Cancellation of Tournament:** In the very unlikely event BPFFT is cancelled because of an act of terrorism, or any unforeseen catastrophe, or an Act of God, or lack of participation, then Bullpen will return all entrance fees collected from participants in the

cancelled tournament. Bullpen and its members are not responsible for any loss or liability incurred by any participant due to cancellation of the BPFFT.

- 7. NFL Scheduling:** If for any reason, the National Football League amends any portion of its regular season schedule, Super Commissioners LLC reserves the right to determine prize winners based on an amended BPFFT Finals system. Super Commissioners LLC reserves the right to make any and all reasonable scheduling and playoff changes if the NFL alters its schedule. In the event that the NFL cancels any part of its regular season schedule, Bullpen reserves the right to determine BPFFT prizes based on the NFL games already played, provided, however, that Super Commissioners LLC reserves the right to cancel BPFFT in the event that the season is shortened to such a limited time period that it may undermine the skill-based nature of the contest in the sole and absolute judgment of BPFFT.
- 8. Tournament Management/Commissioner:** The BPFFT tournament management software was designed to keep track of tournament reporting, starting lineup submissions, fantasy point calculations, overall standings, and finals rankings. All NFL player statistics will be provided by a third party and will serve as the standard for all scoring. Players on a bye week have no statistics. Starting a player on a bye week will result in a zero score. Regular processing suggests all players on bye will be locked down on or before the start of the kickoff of the first game Sunday. Super Commissioners LLC will serve as the Commissioner of the 2010 BPFFT as it relates to decisions and rulings regarding the tournament.
- 9. Scoring Discrepancies:** Any and all scoring discrepancies affecting a team must be noted and submitted via email to the Super Commissioners LLC at supercommish@supercommissioners.com by midnight PT on the Tuesday following the completion of that week's games. After 6:00 PM PT on Wednesday of any given week, all scores will be considered final. It will be up to the sole discretion of Super Commissioners LLC as to whether a change in the official statistics of a player can reasonably be applied to amend the BPFFT rankings or scoring of any or all teams potentially affected by the change in a player's statistics.
- 10. Disputes/Appeals Regarding Rules:** Any disputes or appeals regarding the BPFFT Official Rules will be decided by Super Commissioners LLC using its interpretation of the rules. Super Commissioners LLC will consider the intent and spirit of the rules; the integrity of the BPFFT; as well as the feasibility of accommodating any appeal. Any and all disputes or appeals must be submitted via email to supercommish@supercommissioners.com. The deadline for submitting a rules dispute or appeal is by midnight PT on the Tuesday following the completion of that game or games in which the dispute has occurred. Please include a detailed and lucid account of the dispute and resolution requested. All rulings made by Super Commissioners LLC are final and binding.
- 11. User Error:** With each transaction (either lineup submission or lineup change), participants will receive a confirmation email for each transaction. This is verification that a transaction was accepted by the commissioning software. Participants are strongly urged to keep record of their verification emails as proof of a transaction. Without this proof, Super Commissioners LLC can not verify any claims of software error, and accordingly, will assume that any error which occurred in a transaction is simply a user error. In the case of user error (i.e., a participant did not enter a valid starting line up, or did not enter a lineup by the deadline), Super Commissioners LLC will not intervene or alter a transaction after starting lineup submissions are due.
- 12. BPFFT Parties:** Bullpen will host several parties as part of the BPFFT activities. Additional parties may be added to the schedule of events at the discretion of Bullpen.

- Thursday Night Kickoff Party
- Sunday Viewing Parties
- Week 17 Post Season Banquet

- 13. Prize Notification:** Weekly winners will be notified by email within seven days after the weekly results are posted on the BPFFT web site at the conclusion of the respective NFL week. Winners agree to have their name and prize awards announced on the BPFFT web site. The Grand Prize winners agree to submit their photo and have it posted on the BPFFT web site. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner. By accepting any prize, the winner grants permission to Bullpen and Super Commissioners LLC to use their names and/or likenesses for publicity and promotional purposes without further compensation, unless prohibited by law.
- 14. Prizes:** Any non-cash prizes may be substituted by cash, or by a prize of equal or greater value at the sole discretion of Bullpen. All prizes are guaranteed and not based on that given tournament's size. See Official Rules of the 2010 Bullpen Fantasy Football Tournament for more details.
- 15. Disbursement of Prizes:** Bullpen will distribute 100% of all BPFFT prizes directly to each winning principal participant, and only to the principal participant. Bullpen is not responsible for, or bound by, any agreement between the principal participant and any third parties regarding apportionment of the awards.
- 16. Participants' Proprietary Information:** Any proprietary information given to the BPFFT participants, including but not limited to an internet password to access the BPFFT tournament website, shall be kept confidential by both Super Commissioners LLC and the participant. Super Commissioners LLC will not be responsible for any changes made to account information, or the roster or starting line up by third parties or co-team managers who access the BPFFT website.
- 17. Internet/Technology Problems:** Super Commissioners LLC and Bullpen are not responsible if the Internet portion of the BPFFT is not capable of running as planned, for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Super Commissioners LLC and Bullpen which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this tournament. Super Commissioners LLC and Bullpen assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation, faulty transmission or communication, line failure, theft, destruction, or unauthorized access to tournament activities conducted or information transmitted via the Internet or the telephone. Super Commissioners LLC and Bullpen are not responsible for a customer's PC configuration and PC setting that may interfere with the BPFFT software. Further, Super Commissioners LLC and Bullpen are not responsible for any problem or technical malfunction of any telephone network, telephone line, cable network, PC, cable, computer on-line system, server, equipment, or software. Super Commissioners LLC and Bullpen are not responsible for the failure of any e-mail or entry or change to be applied to a customer's account due to technical problems or traffic congestion on the Internet or at any web site, phone or fax lines, or any combination thereof, including any injury or damage to a customer's computer related to or resulting from participation in the BPFFT (including without limitation, damages by virus).
- 18. Team Management Disclaimer:** Super Commissioners LLC and Bullpen are not responsible for any problem or technical malfunction which impedes or interferes with the transmission or receipt of any team transaction, including but not limited to starting lineup submissions. Super Commissioners LLC and Bullpen are not responsible for the failure of any telephone network or lines, computer online systems, servers, equipment or

software, or traffic congestion on the Internet or at any web site, phone lines, or any combination thereof, including any injury or damage to a participant's computer related to or resulting from participation in the BPFFT.

- 19. Personal Conduct:** Participants and co-managers agree to behave in a lawful, respectful, inoffensive and sportsmanlike manner at all BPFFT events (including, but not limited to the Kickoff Party and Sunday Viewing Parties), throughout the entire BPFFT contest and during use of the BPFFT web site including, but not limited to, the message board. Any conduct by a participant, co-manager or other person which is deemed by Bullpen to threaten, harass, intimidate, offend or harm any participant, co-manager, guest, BPFFT representative or the representative of any BPFFT vendor, is strictly prohibited. Bullpen reserves the right, in its sole discretion, to ban any person from further participation in the BPFFT if such person engages in such prohibited conduct. If a participant is banned from further participation in the BPFFT, Super Commissioners LLC reserves the right to designate a surrogate participant at any stage in the contest. Bullpen and Super Commissioners LLC shall not be responsible or liable to any person for damage to property or personal injury or death arising from the acts or omissions of any participant, co-manager or other person. Any person engaging in an unlawful behavior at any BPFFT event or in connection with the BPFFT will be subject to legal prosecution.
- 20. Alcohol Consumption:** Alcoholic beverages will be served at various BPFFT activities. Any participant or co-manager who consumes alcohol at a BPFFT sponsored party or event must be at least 21 years of age. Bullpen and Super Commissioners LLC shall not be held liable for any destruction or loss of property or physical injury (including death) due to the drunken or otherwise irresponsible or negligent behavior of any participant or co-manager. Bullpen reserves the right to refuse the service of alcohol to anyone attending a BPFFT sponsored function.
- 21. Collusion:** Any participants who collude or attempt to collude in an effort to alter the standings, rankings, or fantasy point totals will be prohibited from winning any prize money and will further have their teams taken over by a surrogate or agent of Super Commissioners LLC. Any participant who attempts to bribe, coerce, blackmail or otherwise influence an officer, agent, affiliate, vendor or surrogate of Super Commissioners LLC in an effort to alter the standings, rankings, or fantasy point totals will be prohibited from winning any prize money and will further have his or her team taken over by a surrogate or agent of Super Commissioners LLC. Any criminal behavior by a participant which attempts to corrupt or alter the fairness of the BPFFT will result in civil and/or criminal prosecution.
- 22. Event Tampering:** Any attempt by a participant or any other individual to deliberately damage the BPFFT website or undermine the legitimate operation of the BPFFT is a violation of criminal and civil laws and in the event that an attempt be made, Bullpen and Super Commissioners LLC reserves the right to seek damages to the fullest extent of the of the law.
- 23. Team Competitiveness:** Participants are expected to manage their team to the best of their ability for the duration of the BPFFT season. However, the BPFFT recognizes that some teams will abandon their effort to compete during the season. This might include the failure to submit lineups, or starting players on a bye, etc. Super Commissioners LLC regards such behavior as an unfortunate part of any fantasy football league or tournament. As such, Super Commissioners LLC will not directly interfere or alter the management decisions or indecisions of any BPFFT participant.
- 24. Non-Transferable Ownership:** Team ownership is non-transferable at any time unless permission is specifically granted by Super Commissioners LLC in writing. Bullpen may reject any participant entry or revoke ownership prior to the 2010 BPFFT Week 1, even

for those participants who have paid monies to Bullpen. Any rejected entry or revoked owners will receive a refund, less any administrative costs.

- 25. Disclaimers:** Bullpen and Super Commissioners LLC are not responsible for any BPFPT disruptions, injuries, losses or damages caused by events beyond the control of Bullpen and Super Commissioners LLC or any printing or typographical errors in any materials associated with the BPFPT. Bullpen and Super Commissioners LLC and any subsidiary, affiliated company, licensor or vendor are not in any way responsible or liable for any damage, loss or injury (including death) resulting from any participant's or co-manager's or other guest's activity in the BPFPT and related events, and/or acceptance and use of any award won. Bullpen and Super Commissioners LLC reserves the right to use the likeness or image of any and all participants or co-managers in advertising, marketing or in allowing the media to cover any and all BPFPT events or activities including but not limited to the BPFPT Kickoff Party and Sunday Viewing Parties. Bullpen and Super Commissioners LLC are responsible for enacting, administering, enforcing the rules, and maintaining the integrity of the BPFPT. The BPFPT and web site are not sponsored, affiliated or endorsed by the National Football League or the NFL Players' Association.
- 26. Exclusion:** The parties hereby agree that in the event that there is an alleged breach of contract or alleged liability incurred, no party shall commence any proceedings or otherwise seek to impose any liability whatsoever against Bullpen and Super Commissioners LLC or its owners or affiliates and their respective directors, officers, employees and agents, by reason of alleged breach, default or claim.
- 27. Release:** By participating in the BPFPT, you release and agree to hold harmless Bullpen and Super Commissioners LLC, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the BPFPT or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries and losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, whether under a theory of contract, tort (including negligence), warrant or other theory.
- 28. Governing Laws:** BPFPT is governed by the laws of the state of CA without regard to principles of conflicts of law.
- 29. Severability:** In the event that any provision of these Terms and Official Rules are found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Official Rules and Terms shall remain valid and enforceable according to its terms. The parties intend that the provisions of these Official Rules be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.