

# OFFICIAL RULES of the APACC 2010 ARIZONA CARDINALS BLOCKED PUNT RETURNED FOR A TOUCHDOWN PROMOTION

1. **No purchase necessary to play.** The 2010 ARIZONA CARDINALS FOOTBALL BLOCKED PUNT RETURNED FOR A TOUCHDOWN (Promotion) is open to all residents of the state of Arizona who are 18 years of age or older on the date of entry, except for those listed in Rule 14.
2. **Rules are final and binding.** By participating, you agree to these Official Rules and to all decisions of Sponsor, which are final and binding in all respects. By entering, you further agree that should you win a prize that you allow the Sponsor or its designee to use your name or likeness for any and all promotional purposes without any further permission or compensation.
3. **Sponsor:** Arizona Plumbing and Cooling Contractors (APACC) is the Sponsor.
4. **Eligible Games:** The Promotion applies to all 16 regular season Arizona Cardinal football games during the 2010 season (including games in January 2011) and any post season playoff games in which the Arizona Cardinals participate. Sponsor reserves the right to modify or terminate the Promotion at any time.
5. **Entry:** To enter, you must complete an entry form and return the entry form either electronically to the APACC website, [www.APACCArizona.ORG](http://www.APACCArizona.ORG), or mail a postcard to P.O. Box 97724, Phoenix, Arizona 85060-7724, containing your name, date of birth, address, city, state, zip, telephone, cell phone and e-mail address. Only one entry is allowed per person. Incomplete and illegible entry forms shall be deemed ineligible.
6. **Contestant Selection and Notification:** By entering, you are eligible to be chosen as the Contestant for the next regularly scheduled game and all remaining regularly scheduled games (provided you are not chosen as a Contestant). To enter, a completed form must be received no later than noon on the Wednesday prior to the scheduled time for kickoff of the next regularly scheduled game. Participants need not attend the game, nor otherwise respond before or during the game. At noon, on the Wednesday before each game, the Contest Official will select one (1) person from the pool of accumulated eligible entries to be the Contestant for the game. Prior to the opening kickoff, the name of the Contestant will be announced during the KTAR broadcast of the game. Subsequent to conclusion of the game, the Contest Official will notify, in writing, the Contestant of being selected and the official results. Any prize shall be forfeited if a Contestant fails to respond within six (6) months. The Contestant shall not be eligible for participation in the remaining eligible games for the 2010 season.
7. **How to Win:** For each eligible game, the game's Contestant will win the Grand Prize each time, during one official play, an Arizona Cardinal player blocks the opposing team's punt and, without any intervening fumble by the Cardinals and recovery by the punting team, any Arizona Cardinal player scores a touchdown. The same player need not both block the punt and score the touchdown, but there must be both a blocked punt and touchdown scored on the same play with each counted as an official NFL statistic. If an eligible punt/touchdown combination is nullified by a penalty or any other official reason that play shall be deemed ineligible. A touchdown scored by the punting team shall not make the Contestant eligible for the Grand Prize. Prizes are not cumulative. If a Grand Prize is not won, the only prize awarded for the game will be a Consolation Prize.
8. **Odds of Wining:** Odds of winning 8 depend upon the number of eligible entries received.

9. **Grand Prize:** If an Arizona Cardinal player scores a touchdown by the result of an Arizona Cardinal player blocking a punt on the same play, the Contestant will win a Grand Prize of \$5,000.00 that may be used toward payment for a bathroom remodel or installation of an air conditioning system by an APACC contractor. The Grand Prize winner may solicit bids from any APACC contractors and choose which APACC contractor will perform the work and at what price. The Contestant may keep any differential between the prize amount and the cost of the project.
10. **Consolation Prize:** If the Cardinals fail to block a punt and return it for a touchdown, the Contestant will win a Consolation Prize.
11. **Taxes and Miscellaneous Rules:** All local, state, and federal taxes are the sole responsibility of the winner(s). Prizes are not transferable, unless transferred to a 503(c)(3) charity. As a condition of payment, prize winner(s) will be required to sign an affidavit form including release of liability to Sponsor and allowing Sponsor to use the winner's name and likeness for advertising purposes without additional compensation to the promotion winner and a Federal Tax form - 1099 Misc. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. No alternate winner will be selected.

Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

This Promotion is subject only to the laws of Arizona in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW

12. **Limitations of Liability:** Any attempted participation by means other than those permitted by these Rules is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.

Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any

incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

13. **Arbitration/Choice of Law:** Participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Arizona, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (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 but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona without regard to conflicts of law doctrine.
14. **Excluded persons:** The following persons, including their family and household members, are EXCLUDED from participation: (a) an owner of an APACC participating contractor; (b) any officer, member or employee of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 469; (c) any employee of KTAR or any promotional or advertising companies involved in this Promotion; and, (d) the Contest Official.
15. **Winner's List:** For the name of the winner for each game, send a self-addressed stamped envelope, postmarked by the date of the game, to APACC, Winner's List, P.O. Box 97724, Phoenix, Arizona, 85060-7724.