# Pick Six Contest Official Rules

## NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

#### Overview

Entrants will log into a website to pick the winners of 6 NFL games each week earning points if they pick the winners. Entrants also have the option to earn bonus points by answering 6 questions around the featured supplier of the week. Each week there will be one weekly winner. At the end of the season, the one entrant with the highest number of points will win the grand prize.

### 1. Eligibility

Pick Six Contest (the "Contest") is open only to legal residents of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Iowa, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin and Wyoming that are active customers in good standing with either Rexel or Gexpro who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Employees of Rexel USA, Inc., Touchpoint Games LLC or any of their respective affiliates, subsidiaries, advertising agencies, suppliers or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and stepparents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. A Participant's ability to earn a prize will be based on the status of the customer's account as determined by the Sponsor. If the customer's account is in default, the Sponsor reserves the right to prohibit the Participant from earning any prizes and participating in the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2. Sponsor

Rexel USA, Inc., 5429 LBJ Expressway, Dallas, TX 75240.

#### 3. Contest Entry Period

The Contest starts on September 6, 2023 at 12am ET and ends on January 7, 2024 at 11:59pm ET (the "Contest Entry Period"). Sponsor is the official timekeeper for this Contest.

## 4. Registration and How to Play the Game

Go to and register. Registration is free. Limit one registration per person per email address. Use of any automated system to participate is prohibited and will result in disqualification. After you register you will be able to play the game for a chance to win a prize each week and a chance to win the grand prize at the end of the Contest Entry Period. Touchpoint Games is responsible for operating the Game in compliance with all applicable federal, state, local and municipal laws and regulations. Game rules are as follows:

Timeline:

- Each week you will have the opportunity to pick teams until their scheduled game time. You will
  also have the option to earn bonus points by answering 6 questions around the featured supplier
  of the week.
- Each pick will be locked and revealed at its scheduled game time and will remain visible through the end of the NFL week.
- Pool will run for a maximum of 18 NFL weeks during the regular season.

## Game Scoring:

- Earn points by picking winners.
- Play to win weekly and end-of-season prizes.
- Each pick will be locked and revealed at its scheduled game time.
- Football games ending in a tie will not yield any points.
- The bigger the underdog, the more points you can earn. Example matchup scoring:
  - San Francisco (5) v (6) New England. Correctly predicting San Francisco to win will earn you 5 points, whereas correctly predicting the underdog New England to win will earn you 6 points.

#### **Bonus Points**

- Bonus Points apply to the weekly and season scores.
- Earn Bonus Points by selecting the "Get Bonus Points" buttons and completing the required actions as stated on the website.
- Each Bonus Points action must be completed within the time period indicated on the countdown clock.
- If you do not complete Bonus Point Actions before the timer runs out, you lose the opportunity to earn those points.

## **Rescheduled Games and Cancellation Policies**

- If a game is rescheduled to a different week, any picks made for that game will be automatically removed and you will have the opportunity to make another pick that week. It is your responsibility to make a new pick from available games without warning.
- If a game is stopped during play and is rescheduled to finish in a different Pick-Six week than the one it started, picks for that game will not yield any points. We will not retroactively adjust scores in this scenario.
- If an entire NFL week is cancelled or rescheduled, Bonus Points may still be available for your pool
  during that time period. It is your responsibility to complete available weekly Bonus Points
  regardless of NFL schedule changes.
- Games rescheduled to Tuesday or Wednesday will be removed from pickable games and any picks made for these teams will be removed from the pool.

## 5. Winner Determination

On or about the day after each week is over the Sponsor will determine which entrant has the most points. That one individual will be the weekly prize winner for the prize that is associated with the specific week. Odds of winning the weekly prize depend on the number of entries received for that specific week and the number of points you earned.

On or about the day after the Contest Entry Period the Sponsor will determine which entrant has the most points. That one individual will be the grand prize winner. Odds of winning the grand prize depend on the number of entries received and the number of points you earned.

If there is a tie between two or more entrants at any phase, the winner will be determined based on the following tiebreaker: i) Closest prediction of the combined score of the last game of the week to finish; and then ii) First Contestant to enter the Contest.

The potential winners will be contacted using the email address and/or phone number provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by potential winners to respond to the initial verification within five (5) days of notification will result in disqualification and Administrator will select an alternate potential winner in the same manner.

6. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, DETERMINATION OF THE WINNER AND OTHER MATTERS RELATED TO THE CONTEST.

#### 7. Verification of Potential Winner

Potential Contest winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Contest winner may be selected. In the event: (a) potential Contest winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Contest winner notification or Affidavit is returned as undeliverable; (b) potential Contest winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Contest winner is found to be ineligible to enter the Contest or receive the prize, (e) potential Contest winner cannot or does not comply with the Official Rules, or (f) potential Contest winner fails to fulfill the Affidavit-related obligations, the potential Contest winner shall be disqualified. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Contest winner, if any.

### 8. Prizes

#### Weekly Prizes

There will be one winner each week for 18 weeks. Each weekly winner will receive: Include prize descriptions and approximate retail values

### **Grand Prize**

One (1) grand prize will be awarded. Grand prize winner will receive a \$1500 travel voucher. Book domestic and international travel for you and your family! Travel voucher can only be redeemed through Lana Kluge, Family Fun Travels Agent. Voucher can be used on airfare, hotel/resort stays, rental car and more! Not valid for airfare only - must be combined with a hotel/airfare package. Approximate retail value of the grand prize is \$1,500. For international travel, all travelers must have a valid passport that is valid 6 months post travel dates. Travel must be booked and taken by 12/31/2024. Voucher balance will not carry over into 2025. If full voucher balance is not used on a single trip in 2024, the remaining funds are surrendered. Voucher only applicable for redemption at hotels/resorts that work with and accommodate travel agent bookings. In the event the selected hotel does not partner with the

travel agent, an 8% planning fee of the total amount of the package will be due to the travel agent directly from the winner. Does not include any daily resort fees, parking fees or rental car taxes that will be collected at check in. If travel booked exceeds the amount of travel voucher, the winner will be responsible for the additional amount owed. Voucher not applicable to privately owned vacation homes (example AirBnB and VRBO). If the winner chooses to cancel or change the reservation prior to travel, any and all refunds will go back to the original forms of payment.

For all prizes: Sponsor reserves the right to change a prize at any time without incurring any obligations but in such event will make every effort to provide a prize of equal or greater value. All other costs and expenses not specified herein, if any, are the sole responsibility of the winner. All prize details are provided at the sole discretion of Sponsor, and the provided approximate retail value of each prize is an approximation. Any difference between the approximate retail value and the actual cost of the prize will not be awarded. No warranty or guarantee will be given by Sponsor with respect to any prize. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look solely to such entity for any such warranty or guarantee claim. Prize is non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner.

#### 9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Sponsor, Touchpoint Games LLC, National Football League, and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

## 10. Publicity

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### 11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

## 12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any 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 Contest or receipt or use or misuse of any prize. No more than the stated number of each prize will be awarded.

### 13. Disputes

All issues and question concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the law of the State of Illinois without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising from or relating to the Contest or these Official Rules must be brought in the federal or state courts located in Denver County, Colorado. All descriptive headings of sections and paragraphs are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable, or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

#### 14. Contest Results

For the results of the Contest send a written request to Winner List – Pick Six Contest c/o Rexel USA, Inc., ATTN Legal Dept., 5429 LBJ Expressway, Dallas, TX 75240. Request must be received within 60 days of Contest Entry Period.

The National Football League is not a sponsor nor affiliated in anyway with this Contest.