

**ESPN ZONE 2009 SPORTS SPELLING BEE CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

1. SPONSOR: ESPN Zone, 1472 Broadway New York, NY 10036 ("Zone"), who is solely responsible for all aspects of this contest ("Contest").

2. CONTEST: This Contest is a competition to see who can correctly spell either the first and/or last names of athletes/coaches from all kinds of sports, both alive and deceased. The Contest will be conducted in progressive rounds of elimination until one (1) Sports Spelling Champion is unveiled. Each round will consist of:

- Single-elimination one-word oral rounds
- Contestants have 30 seconds to spell the word aloud. Contestants will be alerted when there are 10 seconds remaining. (There will be an official time keeper at the event.)
- Contestants are allowed to start over spelling a word; however, they may not change the letters they have already said.
- If a contestant spells incorrectly, he/she is eliminated by the sound of a bell or whistle.
- If a contestant spells correctly, he/she will continue to compete in more rounds until a champion is declared.

In progressive rounds of elimination, words will be provided based on the level of difficulty as determined by ESPN Zone staff:

- First Round: Regional or National - first or last names – easy
- Second Round: Regional or National - first or last names – medium
- Third Round: Regional or National – first or last names - difficult
- Additional Rounds: Rounds will continue until two final contestants are left. Note, if both contestants spell a word wrong, the process repeats itself with additional words given to both contestants until a winner is declared.

Contestants can ask the following questions regarding athlete's names:

- The team the athlete/coach is from
- To repeat the given name
- Contestants cannot receive help from any outside source, including audience members, computers, cell phones, any portable electronic device, etc.

If an audience member yells out the answer or tries to help a contestant, the current name will be thrown out and the contestant will be asked to spell a different name. If it becomes obvious that a contestant is obtaining help from the audience as determined by ESPN Zone staff, the contestant will be disqualified.

All decisions by ESPN Zone staff are final. Contestants agree to abide by any rulings or judgments made by ESPN Zone in conjunction with the Sports Spelling Bee event.

The Contest will take place on May 28, 2009 at 7:30pm. Contestants will be required to arrive 30 minutes prior to the Sports Spelling Bee to register and show a valid ID. Contestants will wear ESPN Zone-branded contestant numbers during the event.

Each location will accept up to 50 contestants with each competition to last no more than 2 hours.

3. ENTRY: During the period commencing at 12:01 A.M., April 28, and ending at 11:59:59 P.M., May 27, 2009 ("Entry Period"), interested contestants will have the opportunity to pre-register for the event by registering at a participating ESPN Zone or online by sending an email to sportsspellingbee@espnzone.com. Entrants must submit their Name, Address, Phone Number, year of birth (to ensure they are 18+) and ESPN Zone location desired for Contest competition. Contestants who pre-registered will be called via telephone or emailed to confirm their participation. On the day of the Contest, at its sole discretion, Sponsor may accept day-of-contest Entries. Entrant must meet all qualifications. For purposes of these Official Rules ("Rules"), all times and days are Eastern Daylight Time. Normal Internet access and usage charges imposed by your online service will apply. Valid ID's will be required on day of event.

4. LIMITATIONS: All Entries must be received by 11:59:59 P.M., May 27, 2009. Only one Entry per person. Entries by any method other than set forth above in Section 3 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Open only to persons 18 years or older upon entering who are legal residents of, and physically located within the 50 states or D.C. ("Territory") and not employees of The Walt Disney Company or ESPN, Inc.; their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor members of their households or immediate families (spouse, child, sibling or parent). Any person who has won any prize from the Zone since January 1, 2009, is ineligible to participate. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized or unintelligible; or any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or

jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES: One (1) Grand Prize, consisting of the following elements: **[1]** VIP party for the winner and 5 friends including: a reservation for 6 people, \$300 in food and non-alcoholic beverages, (6) 3 hour time play game cards for ESPN Zone's Sports Arena and a ticker message congratulating the winner (approximate retail value ["ARV"]: \$570, **[2]** a \$250 Amex Gift Card (ARV: \$250), **[3]** an ESPN Zone-branded trophy (ARV: \$80) and **[4]** an ESPN Sports Almanac (ARV: \$13). Total ARV for Grand Prize: \$913, **One (1) First Runner Up Prize**, consisting of **[1]** One (1) autographed Easton Hockey Stick (ARV: \$400) and **[2]** One (1) Vmoda headphones (ARV: \$120), Total ARV for First Runner Up Prize: \$520, **One (1) Second Runner Up Prize**, consisting of **[1]** Rawlings Pro Style "Big Stick" Wood Bat (ARV: \$75) and **[2]** Road Mice (ARV: \$50), Total ARV for Second Runner Up Prize: \$125). **TOTAL ARV OF ALL PRIZES: \$1558.** Limit one prize per person. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All prizes will be awarded provided a sufficient number of eligible Entries are received, all Finalists qualify and all prizes are validly claimed by June 13, 2009, after which no alternate winners will be selected, nor unclaimed prizes awarded.

6. CONDITIONS: By entering this Contest, you agree, represent and warrant that: **[1]** you will abide by and be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; **[2]** the Entry becomes solely the Sponsor's property and will not be acknowledged; **[3]** you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize or participation in the Contest or any Contest-related activity or travel; **[4]** the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); **[5]** any winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use that winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[6]** in the event unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; **[7]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[8]** any portion of any prize not accepted or used by any winner will be forfeited; **[9]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason and **[10]** Sponsor has the right to modify prize award procedures at its sole discretion.

IN WITNESS WHEREOF, the contestant hereto has acknowledged and agreed to said rules as of the date written below.

Dated: _____

By: _____

Name: _____

Address: _____

Witness: _____