

**ESPN ZONE NEW YORK ULTIMATE COUCH POTATO 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"), is solely responsible for all aspects of this contest ("Contest").
- 2. CONTEST:** The Contest is a competition to see who can watch the most continuous TV sports coverage among each of four (4) contestants ("Finalists"). The Contest will be conducted in two stages: **[1]** an initial stage for the Sponsor to select three (3) Finalists in a qualifying essay contest and **[2]** a final stage for the three Finalists accompanied by the returning champion from the 2008 Ultimate Couch Potato Contest ("2008 Champion") to compete for the Grand Prize in a competition to be held at the Zone commencing at 11:00 A.M., January 1, 2009, and continuing thereafter until the potential Grand Prize winner is determined by being the last of the four Finalists remaining sitting and awake after such continuous participation ("Competition").
- 3. ENTRY:** During the period commencing at 12:01 A.M., November 10, and ending at 11:59:59 P.M., December 10, 2008 ("Entry Period"), you may enter this Contest only via the Internet by sending an email to couchpotato@espnzone.com ("Website") containing your first and last name, phone number, age, mailing address and e-mail address ("Address") and explaining in 200 words or less why you should be chosen as one of four Finalists for the Competition ("Entry"). For purposes of these Official Rules ("Rules"), all times and days are Eastern Standard Time. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your Address. To do so, report the new Address in an email to the Website.
- 4. LIMITATIONS:** All Entries must be received by 11:59:59 P.M., December 10, 2008. Only one Entry per person/Address (regardless of whether one person has more than one Address or more than one person use the same Address). In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. 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 or older upon entering who are legal residents of, and physically located within, the states of New York, New Jersey or Connecticut ("Territory") and not employees of Sponsor, 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 Sponsor since January 1, 2008, 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 altered, delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized or unintelligible; 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:** consists of the following elements: **[1]** one 42" 1080p LCD HDTV and ZIP INSTALLATION premium wall mount installation (approximate retail value ["ARV"]: \$1,400); **[2]** two round-trip tickets on AirTran Airways to anywhere in the continental U.S. (ARV: \$1,200). **[3]** one DreamSeat recliner (ARV: \$1,200); **[4]** one \$500 ESPN Zone game card (ARV: \$500); **[5]** ten (10) \$20 ESPN Zone gift certificates (ARV: \$200); **[6]** one-year's subscription to ESPN The Magazine (ARV: \$91); and **[7]** one (1) ESPN Zone Ultimate Couch Potato Trophy (ARV: \$80). Total ARV of the Grand Prize: \$4671. **FOUR (4) FIRST PRIZES:** Each Finalist will win one V-MODA Vibe II with Microphone headphone (ARV: \$508. ARV of each First Prize: \$127. Total ARV of all prizes: \$5179. Prizes are not redeemable for cash or transferable. ESPN Zone game cards may have additional restrictions. 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, each Finalist Qualifies and all prizes are validly claimed by January 15, 2009, after which no alternate winners will be selected, nor unclaimed prizes awarded. Winner is responsible for pick up and transportation for all prizing.

6. PROCEDURES:

A. INITIAL STAGE TO DETERMINE THE FINALISTS: Entries will only be accepted during the Entry Period. On or about December 11, 2008, the Sponsor will judge all eligible Entries to select three potential Finalists on the basis of passion for sports and the ESPN brand, spirit for the Competition and creativity. The fourth Finalist will be the 2008 Champion. Potential Finalists will be notified by U.S. Mail, phone, and e-mail on or about December 15, 2008. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Finalist may result from any of the following: **[1]** potential Finalist's failure to respond to notification within forty-eight (48) hours after its mailing/transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notice as undeliverable and **[4]** any other non-compliance with Rules.

B. FINAL STAGE TO DETERMINE THE GRAND PRIZE WINNER: Four Finalists must check in at the Sponsors' table at the Zone by 10am on January 1, 2009, to participate in the Competition. Sponsor reserves the right to select additional Finalists randomly from Zone customers should there be a need to provide additional Finalists to complete the Competition slate of four

Finalists. The four Finalists will be directed to their specific chairs. The Finalists will be allowed to eat and drink as much as they desire. Food and non-alcoholic beverages will be compliments of the Zone. Finalists may order/consume alcoholic beverages during the Competition but those beverages must be paid for by the Finalist. No outside food or beverages of any kind are allowed including gum, mints and candy. Energy drinks served at ESPN Zone are permitted. The potential Grand Prize winner will be the last one sitting in his/her chair and remaining awake. No books, magazines, newspapers or reading materials of any kind may be present during the Competition. No handheld video games, music players or computers are allowed. Finalists may bring a cell phone but may only talk on the cell phone or text message on it during the breaks. A Finalist is eliminated if he/she violates one of these Rules or sleeps or leaves his/ her chair for any more than the allotted breaks. A 15 minute break may be taken every 8 hours, but if it is not taken, the break time cannot be cumulated with the next break to make a break longer then 15 minutes. A break for 5 minutes at the end of every 60 minutes must be taken to rest the eyes and stretch. Where this 5-minute break coincides with the 15-minute break, then the break will form part of the 15-minute break and not lengthen to 20 minutes. Apart from these stipulated breaks, viewing must be continuous. Eating and drinking may take place during the watching of the shows, but toilet breaks can only take place during the stipulated 15-minute official break every 8 hours. No diapers, external waste receptacles/devices/containers are allowed. Soiling oneself is not allowed. Finalists must come to the Competition as if they were attending a normal day of watching sports at a restaurant/bar. Sponsor reserves the right to prohibit Finalists from wearing any clothing depicting the logos or images of other companies or organizations during the Competition. Sponsor reserves the right to dictate the clothing a Finalist must wear during the competition. Finalists must sign a copy of the Official Rules, Waiver of Liability and Emergency Medical Release Form before being permitted to participate in the competition.

7. WINNERS: Potential winners will be notified in person at the Competition. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner by random drawing may result from any of the following; **[1]** potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within one (1) hour after the Competition; **[2]** potential winner's failure to validly claim any prize by January 15, 2009; **[3]** potential Grand Prize winner's failure to claim the Grand Prize within ten (10) days after it is sent and **[4]** any other non-compliance with Rules. All taxes are solely the responsibility of each winner, who will receive an IRS Form 1099 reflecting the value of his/her prize. For list of winners (after January 1, and before June 1, 2009) and/or Rules (before January 1, 2009), send a self-addressed, stamped envelope to: ESPN Zone New York Ultimate Couch Potato Sweepstakes, ESPN Zone, 1472 Broadway, New York, NY 10036.

8. CONDITIONS: Each contestant by entering this Contest agrees that: **[1]** he/she will be bound by the Rules and the Sponsor's decisions; **[2]** the Entry becomes solely the Sponsor's property and will not be acknowledged; **[3]** he/she releases, discharges and holds harmless Releasees from and against any claims, injuries, losses, damages, expenses, liabilities or causes of action, including but not limited to personal injury, death or damage to or loss of property, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this Contest or in any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information; **[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]** winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use 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 viruses, bugs, 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 this 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 Sweepstakes; 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 the Grand Prize not accepted or used by the 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]** transportation to/from the competition and any associated costs is the sole responsibility of each Finalist.

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

Dated: _____

By: _____

Name: _____

Address: _____

Witness: _____