

Lightspeed Financial, Inc. - \$1,000,000 Bracket Challenge

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN THE U.S. ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: Lightspeed Financial, Inc. \$1,000,000 Bracket Challenge (the “Contest”).

Contest Dates: Contest registration is scheduled to begin on **3/1/10** and is scheduled to **end at 12:00pm EST on 3/18/10** (the “Registration Period”). The Grand Prize Contest is scheduled to occur between 3/18/10 – 4/5/10 during the designated 2010 Men’s College Basketball Tournament. Contest is subject to all applicable federal, state and local laws and regulations and is void outside the U.S. and where prohibited.

- **Designated Tournament:** 2010 Men’s College Basketball Tournament being played between 3/18/10 – 4/5/10, with the Semi-Final & Championship games to be held in Indianapolis, IN.

Who May Enter: Contest is open to legal residents of the 50 United States and District of Columbia (“D.C.”), who are **age 18 or older** as of date of entry, and have a valid U.S. driver’s license.

How to Enter – On-Line Registration: Visit www.lightspeedcontest.com during the “Registration Period” to connect to the Contest registration page. Fully complete the on-line registration with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own ‘Screen Name’, and must enter their username (email address) and password. The designated ‘Screen Name’ will be displayed on the ‘Standings Page’ during the contest. Each registrant’s username (email address) & password will allow participants to return to the contest site to Log-in and view their prediction, points and standings.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address.** Any contestant submitting more than one entry will void all entries by that contestant. Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning.

Bracket Prediction – Must be completed and submitted by 12:00pm ET on 3/18/10:

Bracket predictions must be completed and submitted between:

- **3/14/10 – Following team selection announcements for the designated Men’s College Basketball Tournament**
- **3/18/10 – Prior to 12:00pm EST**

Bracket: Once the designated 2010 Men’s College Basketball Tournament team selections have been announced on 3/14/10 – all registered or newly registering participants must fully complete the provided Bracket Prediction form on the Edit/Update Picks page of the contest website.

Tie-Breaker: Each participant will also be required to submit their prediction of the **Total Cumulative Points** to be scored in the Championship Game on 4/5/10. Any contestant who failed to complete the Total Cumulative Points ‘tie-break’ prediction will be assigned a point total of 0 cumulative points for the Championship Game.

Save Picks: Participants are required to click the ‘**Save Picks**’ button on the contest website to save their bracket predictions selections, cumulative score prediction or updates to their predictions. Any changes or predictions made without clicking the ‘Save Picks’ will not be saved or recognized for this contest.

Completed bracket prediction entries must be **received by 12:00pm EST on 3/18/10** in order to be eligible to participate or claim any prize. Any registered participant or contestant who fails to fully or correctly complete the on-line registration form, or fully and correctly complete the required Bracket Prediction for all (63) games in the designated tournament (and Save their picks) will be disqualified from the contest and will be ineligible to claim any prize (*see below*). Any bracket prediction not received by the required deadline for any reason including, but not limited to transmission error, internet problems, equipment or website malfunction, internet traffic or errors caused by viruses or hackers will be disqualified. Sponsor is not responsible for any delays or difficulty in receipt an eligible contestant’s Bracket Prediction that prevents participation.

Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required

information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

Scoring – Bracket Points: Each eligible participant who has successfully completed the on-line registration and bracket prediction as required by these Official Rules will receive the following points for each of the (63) games for which they have correctly predicted the winning team:

- 1 point for each correct pick in Round 1
- 2 points for each correct pick in Round 2
- 4 points for each correct pick in Round 3
- 8 points for each correct pick in Round 4
- 16 points for each correct pick in Round 5
- 32 points for the correct Champion

Any incorrect predictions will receive 0 points. The maximum point total for correctly predicting the winning team in every game played during the designated Men's College Basketball Tournament is 192 points. At the completion of the designated tournament, each eligible contestant bracket prediction received will be compared to the actual bracket outcome to determine which contestants are eligible for a Bracket Leader Prize (see "Prize Awards" below).

Tie Breaking Procedures – Bracket Winner: In the event of a tie among any point leaders in the Bracket prediction, the tie-breakers to determine the 'Bracket Winner' for the designated prize level shall be as follows:

- Contestant who has predicted closest to the actual Cumulative Points total in the Championship game, regardless if the prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be a random drawing conducted by the Contest Administrator.

In order for the grand prize to be awarded, an eligible contestant must correctly predict all (63) games in the designated Men's College Basketball Tournament. **If no eligible contestant correctly predicts all 63 games, then the Grand Prize will not be awarded.**

In order for an eligible contestant to claim a bonus prize, they must correctly predict (55) or more games in the designated Men's College Basketball Tournament. If no eligible contestant correctly predicts 55 or more games, then the **Bonus Prizes will not be awarded.**

Prize Awards: The following prize awards will be available to eligible contestants participating in the Contest:

Grand Prize – Predict all (63) Games Correctly ("Perfect Bracket"): If an eligible contestant correctly predicts all (63) games in the designated Men's College Basketball Tournament, they will be eligible to claim the grand prize subject to verification of compliance with these official rules. The grand prize is: **\$1,000,000 40-year annuity. If awarded, grand prize will be payable in (40) equal annual installments of \$25,000 Cash, without interest, on or about the anniversary date of the winning attempt.** The first installment will be awarded approximately 2 to 4 weeks following verification and approval of all required contest information.

A maximum of one (1) grand prize will be awarded. In the event of multiple winning entries, then the cash value of the grand prize will be evenly distributed among eligible winning contestants. **If no eligible contestant successfully completes the grand prize winning requirements, then the grand prize will not be awarded.**

Weekly Prize Awards: Two (2) winners per week will be randomly selected during the registration period (3/1/10 through 3/18/10) from among all eligible entries received as of the drawing date. Each weekly prize winner will receive a \$100 American Express gift card. A maximum of six (6) weekly prize winners will be selected. One (1) weekly prize per person, per household.

Predict (60) or more Games Correctly: If an eligible contestant correctly predicts (60) or more games in the designated Men's College Basketball Tournament, they will be eligible to claim the bonus prize subject to verification of compliance with these official rules. The bonus prize is: **\$25,000 Cash.**

Predict (58) or more Games Correctly: If an eligible contestant correctly predicts (58) or more games in the designated Men's College Basketball Tournament, they will be eligible to claim the bonus prize subject to verification of compliance with these official rules. The bonus prize is: **\$5,000 Cash.**

Predict (55) or more Games Correctly: If an eligible contestant correctly predicts (55) or more games in the designated Men's College Basketball Tournament, they will be eligible to claim the bonus prize subject to verification of compliance with these official rules. The bonus prize is: **\$500 Cash.**

A maximum of one prize per level will be awarded. In the event of multiple winning attempts, then the cash value of the bonus prize will be evenly split among eligible winning contestants. If no eligible contestant successfully completes the bonus prize winning requirements, then the bonus prize **will not be awarded.**

Top (3) Points Leaders ("Bracket Leaders"): The top 3 eligible contestants who earn the most points in the bracket challenge will be eligible to claim the Bracket Leader Prizes subject to verification of compliance with these official rules.

1 st place prize (most points earned) is:	\$500 American Express gift card
2 nd place prize (2 nd most points earned) is:	\$250 American Express gift card
3 rd place prize (3 rd most points earned) is:	\$100 American Express gift card

A maximum of three (3) Bracket Leader prizes will be awarded. In the event of multiple contestants being tied for the most points earned, then the tie breaking procedures (*see above*) will apply for determining the winners.

All prize awards are non-cumulative. Maximum of one prize award per participating contestant. All applicable federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. The portion of the grand prize which remains unpaid in the event of the grand prize winner's death, shall be payable to the winner's designated beneficiary or estate. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Maximum retail value of all available prizes: **\$1,031,950.**

All of the following will apply for each prize winner: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

Additional Rules & Restrictions: By participating in this Contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability thereof.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather,

embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (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, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Official Rules & Winners List: For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 6/5/10 to: Lightspeed Trading Bracket Challenge, C/O Lightspeed Financial, Inc., 148 Madison Ave., 9th Floor, New York, NY 10016. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

Sponsor: This Sweepstakes is sponsored by Lightspeed Financial, Inc., 148 Madison Ave., 9th Floor, New York, NY 10016.