## **Altice Big East Conference Tournament Sweepstakes**

## **Official Rules**

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

1. Sponsor: Altice USA, Inc., 1 Court Square West, Long Island City, NY 11101

**2. Eligibility:** The Altice Big East Conference Tournament Sweepstakes (the "Sweepstakes") is open only to legal residents of New York, New Jersey, and Connecticut who are at least eighteen (18) years old at the time of entry (the "Entrant"). Employees of Sponsor, prize partner Fox Cable Network, Services, LLC, promotional agencies involved in this Sweepstakes, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. Timing:** The Sweepstakes will begin on March 8, 2025 at approximately eleven o'clock (11:00) AM Eastern Standard Time ("EST") and will end on March 9, 2025 at five o'clock (5:00) PM EST (the "Sweepstakes Entry Period"). Sponsor's computer is the official clock for the Sweepstakes.

4. How to Enter: Entrants must scan the QR code, located at the Optimum activation booth on a poster at The Mall at Bay Plaza, Level 1, Center Court, 200 Baychester Ave, Bronx, NY 10475 or navigate to www.optimum.com/BigEast and fill out the Entry Form with the required information, including Entrant's first and last name, e-mail address, home address, and telephone number. Limit one (1) entry per person. Any subsequent entry(ies) will be disqualified. By entering this sweepstakes, you are agreeing to subscribe to the Optimum e-mail list. E-mails are subject to Sponsor's Privacy Policy (https://www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy). You may opt out of receiving these e-mails at any time.

Sponsor is not responsible for late, unsent, inaccurate, or incomplete Entries, regardless of cause, including without limitation, due to human or technical error, whether caused by the entrant or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any technical or human error that may occur in the transmittal of any Entry or the processing of any function on the entrant's computer system. Entrants must notify Sponsor of any changed contact information within the Entry Period to remain eligible to win based on an Entry. Any eligibility disputes will be determined by Sponsor in its sole discretion.

Sponsor reserves the right, in its sole discretion, to disqualify any individual or entity found to be tampering with the Entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules or applicable laws; or to be acting with intent to annoy, abuse, threaten or harass any third party. Any use of robotic, automatic, programmed or similar entry methods is prohibited and any such Entries will be disqualified and void.

**\*IMPORTANT:** Data rates may apply if Sweepstakes entry is submitted via your mobile device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging/data rate plans

and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your device's capabilities for specific instructions.

**5. Prizes:** One (1) Winner will receive Four (4) all session passes to the Big East Conference Men's Basketball Tournament, currently scheduled to take place at Madison Square Garden in New York City, NY, beginning March 12, 2025 through March 15, 2025. Each ticket has an Approximate Retail Value ("ARV") of five hundred dollars (\$500.00). The total ARV for this Sweepstakes is two thousand dollars (\$2,000.00).

## Odds of winning a prize depend on the number of eligible entries received during the applicable Sweepstakes Entry Period.

Prizes cannot be transferred, redeemed for cash or substituted by the winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

**6. Prize Drawings:** Sponsor's selection of the potential Winners is final and binding in all matters related to the Promotion. On our about March 10, 2025, Sponsor will randomly select the potential Winners from all eligible entries received during the Sweepstakes Period. **Winners will be notified at the e-mail address or the telephone number provided on the Entry Form**. Sponsor not responsible not responsible for any incorrect or inaccurate Entry information. Failure to comply with the Official Rules will result in forfeiture of the prize. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information.

Winner is solely responsible for reporting and payment of any taxes on prizes. Winner may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within five (5) days of date of postmark. Failure to sign and return the affidavit or release or failure to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner according to the criteria set forth in these Rules.

If the selected Winner cannot be contacted, is ineligible, fails to claim the prize within twenty-four (24) hours after the notification, the prize may be deemed to be "Unclaimed". Unclaimed prize may be awarded to an alternate winner at the sole discretion of Sponsor. Winner may waive their right to receive prize. Prize is not assignable and not transferable. No refund, cash redemption, substitution or replacement of prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). Receiving a prize is contingent upon compliance with these Official Rules.

**7. Release:** By receipt of any prize, Winner agrees to release and hold harmless Sponsor, promotional partners, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of

action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

8. **Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes each winner's express consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for advertising, trade, promotional or publicity purposes in any form of media now known or hereafter developed, worldwide in perpetuity, without further notice, review or approval, permission or compensation. If you do not agree to these terms, you should not participate in the Sweepstakes.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate New York State Court in Nassau County or in the United States District Court in the Eastern District of New York (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of

law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy: <a href="https://www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy">https://www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy</a>

**13. Winner List:** For the Winner List, please send a self-addressed, stamped envelope, with request for Official Rules/Winners' List, to: Optimum Marketing Department, Sweepstakes Division, located at 1 Court Square, Long Island City, NY 11101, 46th Floor.Requests for the names of winners must be received no later than September 9, 2025.

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