

**MATTRESS FIRM “SLAM DUNK SLEEPSTAKES” / LEARFIELD INSTANT WIN PROMOTION
OFFICIAL RULES**

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Mattress Firm “Slam Dunk Sleepstakes” / Learfield Instant Win Promotion (the “**Promotion**”) begins on or about February 17, 2017 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on March 19, 2017 at 11:59:59 p.m. ET (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Learfield, 2400 Dallas Parkway, Suite 500, Plano, Texas 75093 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States and Washington D.C. excluding Florida, New York, and Rhode Island who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor and of Mattress Firm, Inc. (“**Mattress Firm**”) and each of their respective parents, subsidiaries, affiliates, franchisees, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”), and the immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion. The Promotion is void where prohibited by law.

HOW IT WORKS: During the Promotion Period, eligible entrants will have the opportunity to instantly win prizes and enter to win the Grand Prize at the conclusion of the Promotion. Fans will be prompted to enter via Sponsor school official websites, Sponsor school social media outlets, in-game announcements during athletic events, live radio reads, and promotional handouts during athletic events. Eligible entrants must complete all instant win game instructions in order to be eligible for a prize in this Promotion. At the conclusion of the instant win game, you will be informed if you have won an instant win prize in this Promotion (subject to verification of eligibility). If you receive a message that contains any message other than a winning prize message, you are not an instant win prize winner. All non-winning instant win game entries will be entered into the Grand Prize drawing. At the conclusion of the Promotion, one (1) Grand Prize winner will be randomly selected from all eligible entrants.

Eligible entrants may receive one (1) additional Grand Prize entry by sharing the Promotion entry link via designated social media platforms at the conclusion of the instant win game. Entrants will be required to follow the social media sharing prompts following the instant win game and will be required to post a promotional message on their social media feed to receive the additional entry. Limit one (1) additional entry per person and per email address for the Promotional Period.

Prize/Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each instant win prize available in this Promotion. If you are the first participant to participate at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning message, you are not a prize winner.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any

website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

PLAY/ENTRY LIMIT: One (1) entry per email address per day for the Promotional Period. Eligible entrants may earn one (1) additional Grand Prize entry by sharing their instant win play result via featured social media platforms.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE/OFFER. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize/offer claim is solely the responsibility of the participant.

PRIZES/OFFERS/ODDS:

During the Promotional Period, the following Instant Win Prizes will be awarded:

- Six (6) Mattress Firm Two Pack Memory Foam Pillows and School Gear Prize Packs. The approximate retail value of each Instant Win Prize is \$80.

At the conclusion of the Promotional Period, the following Grand Prize will be awarded:

- One (1) Queen Mattress Firm Dream Bed. The approximate retail value of the Grand Prize is \$500.

The total value of all prizes is \$980. The odds of winning any prize are dependent upon the total number of entries received.

GENERAL PRIZE/OFFER CONDITIONS: Any prize/offer winner shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize/offer. Prizes/offers will be delivered to winners within approximately fifteen (15) business days of verification of eligibility.

GENERAL: Acceptance of a prize/offer constitutes prize/offer winner's permission for Sponsor and its designees to use prize/offer winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages

of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize/offer's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued 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 their terms as if the invalid or illegal provision were not contained herein.

BINDING NATURE, WAIVER, INDEMNIFICATION: By entering this Promotion, you, and on behalf of your heirs, executors, and administrators, agree: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against the Sponsor or Mattress Firm and any of their respective related companies, parents, subsidiaries, affiliates, franchisees, employees, officers, directors and agents and any agencies or other companies and any of their, or Sponsor's or Mattress Firm', respective employees, officers or directors involved in the development or execution of the Promotion or production or distribution of Promotional materials (collectively the "Released Parties") in connection with the Promotion, including any prize; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, outside attorneys' fees) that may arise in connection with: (i) the Promotion, any prize, or any activities engaged in in connection with the Promotion, or any prize, including but not limited to your participation or inability to participate in the Promotion or other activity, (ii) typographical or printing errors in these Official Rules or the Promotion materials; (iii) any change in any prize (or any components thereof); (iv) any interruptions in or postponement, cancellation, or modification of the Promotion; (v) human error, (vi) incorrect or inaccurate transcription, receipt or transmission of any entry, (vii) any technical malfunctions or unavailability of the Website, or any telephone network, computer system, computer online system, computer timing and/or dating

mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor, any of the Released Parties or you, (viii) interruption or inability to access the Website or any online service via the Internet due to hardware or software compatibility problems, (ix) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (x) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (xi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties or any other third party, (xii) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (xiii) the negligence or willful misconduct by you or of any third party. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO ANY ENTRANT OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, OR RECEIPT OR USE OF A PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ANY OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. **Sponsor disclaims any liability from and in connection with any mobile sites.**

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNERS' NAMES: Any legally required winners' list may be obtained by sending a self-addressed, stamped envelope to: Mattress Firm "Slam Dunk Sleepstakes" - Learfield Winners c/o SCA Promotions, 3030 Lyndon B. Johnson Freeway, Suite 300, Dallas, Texas 75234. All such requests must be received within six (6) weeks after the end of the Promotional Period.

SPONSOR: Learfield, 2400 Dallas Parkway, Suite 500, Plano, Texas 75093.