



2018 BUZZTIME® SPORTS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. THIS PROMOTION IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES, WASHINGTON, D.C., AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: The 2018 Buzztime Sports Sweepstakes (the "**Promotion**") is open to legal residents (each a "Participant") in the 50 United States and the District of Columbia.

The **Promotion** is only open to Participants who:

- (a) are legal residents of one of the 50 United States, and Washington, D.C.; and
- (b) are at least 18 years old and of the age of majority or older in the state of their residence at the time of entry,

except for employees, officers, directors, agents and representatives of NTN Buzztime, Inc. ("**Buzztime**" or "**Sponsor**") and its affiliates (including without limitation its parent, sister and subsidiary companies, partnerships and other commercial entities), its advertising and promotion agencies and any other person directly connected with the production and distribution of or the supply of goods or services in connection with this Promotion, their respective owners, directors, officers, employees and agents (collectively, with Buzztime, hereinafter referred to as the "**Released Parties**") and their respective immediate families (mother, father, sister, brother, child, husband or wife, and their respective spouses, regardless of where they reside), and those living in the same household of any such individuals, whether or not legally related. This Promotion may only be entered from and in eligible jurisdictions. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in this Promotion, each Participant agrees to be unconditionally bound by these Official Rules and that the decisions, interpretations and application of these Official Rules by Buzztime shall be final and binding in all respects.

2. PROMOTION PERIOD: The Promotion Period begins on Monday, October 1, 2018 at 12:00:01 a.m. Pacific Time ("**PT**") and continues through Wednesday, October 31, 2018 at 11:59:59 p.m. PT ("**Promotion Period**"). Each day in the month of October constitutes a separate promotion date (each a "**Promotion Date**"). Participant can earn a maximum of thirty-one (31) entries (i.e., one per Promotion Date) during the entire Promotion Period regardless of means of entry.

Buzztime may change this schedule or terminate the Promotion at any time with or without notice.

3 HOW TO ENTER AND PLAY Participants are eligible to participate and qualify for prizes listed below.

During the Promotion Period, Participant may enter the Promotion in the following ways:

- **Participant Entry via Gameplay:** Participants can enter Promotion at select Buzztime locations. To find a Buzztime location, simply enter your zip code at <http://www.buzztime.com/play>. Participant must be a PlayersPlus® member to be eligible to win via gameplay during the Promotion Period. Participant can sign up for a PlayersPlus account via (i) Buzztime entertainment devices at participating locations, or (ii) online at <http://www.buzztime.com/play>. PlayersPlus registration is free. Participant must sign in using their PlayersPlus account and play at least one (1) Buzztime Sports trivia game on a Promotion Date to be eligible for a chance to win on that Promotion Date. Buzztime Sports airs every day at 4:30 p.m. PT and concludes at 5:30 p.m. PT.



- **Free Alternative Online Entry:** Visit www.buzztime.com/buzztimesportssweeps/amoe and complete the entry form. Participant can enter a maximum of one (1) time per Promotion Date during the Promotion Period.

No purchase is necessary to sign up for PlayersPlus, play Buzztime Sports Trivia, or to enter the Promotion. **No money or other thing of value may be collected, charged, contributed or exchanged as a condition of play or participation in the Promotion.**

4. PRIZES:

Total Approximate Retail Value ("ARV") of all prizes = \$3,100.00 total (USD). ARV of prizes are just that, approximations and are not guarantees of price or value.

Prizes are not exchangeable, transferable, or redeemable for cash. Winner(s) must agree to abide by any restrictions in connection with the prizes, including the terms and conditions of the prize providers. Lost or stolen prizes will not be replaced. The winner(s) will be solely responsible for all applicable state, federal, and local taxes associated with the acceptance and use of any awarded prize. In the event of unavailability of prizes, Buzztime, in its sole discretion, reserves the right to substitute a prize of comparable value. Buzztime is not responsible for any late, lost, or misdirected notification, or for winners' unsuccessful efforts to claim any prize. No assignment, transfer, conversion to cash or cash redemption or substitution of the prize is permitted.

5. SELECTION OF WINNERS AND ODDS OF WINNING: Winners will be selected by random drawings from all eligible entries received as described in this section. The odds depend on the total number of eligible Participants during each Promotion Date during the Promotion Period. On or about five (5) business days from the conclusion of the Promotion Period, Buzztime or its representative will conduct one random drawing (the "**Drawing**") from all eligible entries to determine potential winners for each Promotion Date. The potential winner will be drawn and awarded in denominations determined by Buzztime in the total amount of one hundred (\$100.00 USD) dollars in the form of an American Express* gift card for each Promotion Date. There will be a total of thirty-one (31) separate winners, subject to these Rules. For clarity, each Participant may only win one (1) time during the entire Promotion Period.

Potential winner(s) will be notified via the email address registered with PlayersPlus account or submitted with his/her online entry. The notification email will come from email@buzztime.com. Potential winners will have five (5) business days from time of email notification to accept the prize pursuant to Section 6 below. Entries are subject to verification by Buzztime and the potential winner is not declared final and shall not receive a prize until verified by Buzztime. Buzztime's decisions are final and binding on all matters relating to this Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited and Buzztime reserves the right to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter this Promotion. If potential winner cannot be contacted, fails to return any and all requested documentation, or is declared ineligible by Buzztime, in its sole discretion, within five (5) business days after email notification is sent, he/she forfeits the prize in its entirety. One new drawing may be conducted.

6. WINNER VERIFICATION & CONDITIONS: As a condition of receiving any prize, potential winners may be required to: (a) verify their eligibility by providing Buzztime with reasonable identification, business, legal and location details, (b) sign and return an affidavit of eligibility, and (c) sign and return other legal documents, including tax forms, a publicity release as described below, and a full and unconditional liability release supplied by Buzztime, which, among other provisions, releases the Released Parties from any and all liability related to the Promotion and the receipt and use of the prize.

7. PRIVACY, USE OF PHOTO, IMAGE AND LIKENESS: By acceptance of prize, winner consent to, and winner hereby grants a nonexclusive, irrevocable license to, the use and publishing of their individual and business name, home town, likeness, photograph or image, avatar and voice by Buzztime for promotional purposes in all manner and media formats worldwide, in perpetuity, without further compensation to Participants individually or jointly, unless prohibited by law. Winner(s) may be required to complete, sign and



return a Publicity Release within seven (7) days of notification. Non-compliance with these provisions or return of any prize notification as undeliverable will result in disqualification and an alternate drawing may be conducted.

8. LIMITATIONS OF LIABILITY AND RELEASE: The Released Parties are not responsible or liable for:

(a) any incorrect or inaccurate information, whether caused by participants, non-authorized human intervention, printing errors or by any of the equipment or programming associated with or utilized in this Promotion;

(b) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software, cable, satellite, cellular tower, VSAT connection or Internet service provider;

(c) bugs, viruses, worms, unauthorized human intervention in any part of the entry process or this Promotion or any other causes which impair the fairness, integrity or administration of the Promotion (in such event, Buzztime reserves the right, at its sole option, to modify, terminate or suspend this Promotion);

(d) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions of any kind relating to or in connection with this Promotion including, without limitation, errors or problems which may occur in the administration of this Promotion, the processing of entries, the announcement of the prizes or other errors in these Official Rules or in any other Promotion-related materials;

(e) any liability, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Promotion or receipt, use or misuse of any prize; or

(f) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen, or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions (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 this Promotion).

THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT BUZZTIME SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT BUZZTIME'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS PROMOTION, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT ASSOCIATED WITH ENTERING THIS PROMOTION.

By entering into this Promotion, each Participant agrees to release, discharge, and forever hold harmless the Released Parties and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in this Promotion, compliance or non-compliance with these Official Rules and the delivery, non-delivery, acceptance, use, misuse or non-use of the prize and, if selected as a potential winner, to sign and deliver the requested information before receiving the prize.

Each Participant acknowledges that Buzztime shall not be required under any circumstances to award more prizes than the number of available prizes as set out in these Official Rules.

9. GENERAL: By participating in the Promotion, entrants agree to be bound by these Official Rules and by the decisions of Buzztime which are final and without recourse. This Promotion is subject to the laws of the United States. Void where prohibited by law. Buzztime's broadcast schedule is subject to change at the discretion of Buzztime. Attempts, as solely determined by Buzztime, to abuse, cheat, circumvent or manipulate data or the Promotion will result in participant disqualification. In the event that the operation of the Promotion is compromised due to virus, bugs, non-authorized human intervention or any other causes beyond the control of Buzztime which corrupts, or impairs administration, security, fairness or proper conduct of the Promotion, Buzztime reserves the right, in its sole discretion, to suspend, modify or terminate the Promotion in its entirety and to disqualify any individual who tampers with the entry process.

10. ARBITRATION/CLASS ACTION WAIVER/CHOICE OF LAW: Except where prohibited by law, each Participant agrees that (1) any and all claims, disputes and causes of action relating directly or indirectly, to the Promotion, and use of the Buzztime equipment and programming shall be resolved individually, without resort to any sort of class action and exclusively by arbitration or alternative dispute resolution as selected by



Buzztime to take place in the county of San Diego, California, (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, but in no event attorney's fees; and (3) in no event will a Participant be entitled to obtain additional awards beyond out of pocket costs and Participants hereby waive all rights to claim punitive, incidental and consequential damages, other than for actual out of pocket costs and hereby waives any and all rights to have damages or awards multiplied or otherwise increased. Except where prohibited by law, all issues and questions regarding the Promotion and interpretation and validity of these "Official Rules" and the decisions of Buzztime and its agents in connection with the Promotion shall be governed by the laws of the State of California without regard for conflict of laws doctrine. Should any term of this rule or any other rule, term or condition of these Official Rules and any addendum or published notice referenced in these Official Rules be determined to be void, unenforceable or contrary to applicable law, such terms or conditions shall, but only to the extent necessary to bring the rule within the requirements of the law, be deemed to be severed from the other terms and conditions hereof and the remainder of the Official Rules shall remain in full force and effect. Buzztime reserves the right to amend these rules at any time with or without prior notice. Entry into the Promotion constitutes acceptance of these terms. Winners and Participants agree that any legal action arising in connection with the Promotion, whether in tort, contract or otherwise shall be heard exclusively in the courts of San Diego County, California.

11. TRADEMARKS: Unless noted otherwise, all trademarks used herein are the property of Buzztime. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or the Released Parties, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or the Sponsor or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred. Buzztime, PlayersPlus and Playmaker are trademarks or registered trademarks of NTN Buzztime, Inc.

12. WINNERS LIST: The winning Participants will be posted on www.buzztime.com following the conclusion of the Promotion (available starting November 21, 2018 or as soon as reasonably possible) for a limited time. To obtain a copy of the winners list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to: NTN Buzztime, Inc., Attn: Marketing Dept., 2231 Rutherford Rd., Suite 200, Carlsbad, CA 92008-8830. Requests must be received no later than December 7, 2018.

This Promotion is sponsored by:

NTN Buzztime, Inc.
2231 Rutherford Rd., Suite 200
Carlsbad, California 92008-8830

*American Express is not a sponsor of this Promotion.