

# OFFICIAL RULES

## 2016 BUZZTIME’S SMARTEST BAR™ CONTEST

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF CALIFORNIA. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

**Promotion:** 2016 BUZZTIME’S SMARTEST BAR CONTEST (the “Promotion”)  
**Sponsor:** NTN Buzztime, Inc., 2231 Rutherford Road, Suite 200, Carlsbad, CA 92008  
**Administrator:** NTN Buzztime, Inc., 2231 Rutherford Road, Suite 200, Carlsbad, CA 92008  
**Eligible States:** 50 United States and District of Columbia

**Eligible Participants and Locations:** **Individuals:** Must be at least 21 years of age or older as of 12:00:00 AM Eastern Standard Time (“EST”) August 10, 2016 and a legal resident of an Eligible State

**Locations:** Participating venues (“Locations”) in the Eligible States

**DATES:**

**Start Date:** 8:30:00PM EST, August 10, 2016

**End Date:** 9:30:59PM EST, September 21, 2016

**Promotion Period:** The Promotion starts on the Start Date and runs through the End Date (“Promotion Period”). The Promotion Period consists of seven (7) separate entry periods (each an “Entry Period”). Each Entry Period will begin at 5:30 PM PST/ 8:30 PM EST and end an hour later on the same calendar day. Each Entry Period will have a Featured Category as shown below. Specifically, the entire Promotion Period breaks down into seven (7) individual weekly periods (“Period(s) 1-7”). The championship round will be held during Period 7 as described more fully herein.

**Announcement Dates:**

Entry Period(s)	Entry Period Date	Featured Category
Period 1	August 10, 2016	Arts
Period 2	August 17, 2016	Shows
Period 3	August 24, 2016	Sciences
Period 4	August 31, 2016	World

Period 5	September 7, 2016	Past
Period 6	September 14, 2016	Games
Period 7	September 21, 2016	Arts

Leader scoreboard is updated after each Period and can be found at [www.buzztime.com/smarestbar](http://www.buzztime.com/smarestbar).

The 2016 Buzztime's Smartest Bar Champion shall be announced on September 23, 2016 at [www.buzztime.com/smarestbar](http://www.buzztime.com/smarestbar).

**Winners List**

**Request** October 31, 2016

**Deadline:**

**ADDRESSES:**

NTN Buzztime, Inc.

**Winners List**

**Address:**

Attention: 2016 BUZZTIME'S SMARTEST BAR CONTEST  
2231 Rutherford Rd., Suite 200  
Carlsbad, CA 92008

**PRIZES:**

**First Place**

**Location Prize:**

One (1) Large Trophy, twenty-five (25) Player Schwag Bags, twenty-five (25) Gold Medals & American Express\* gift card(s) in denominations determined by Buzztime in the total amount of one thousand (\$1,000.00 USD) dollars to be used towards a party sponsored by Buzztime at the winning Location for Eligible Participants. Approximate Retail Value ("ARV") not to exceed \$1965.00 USD.

**Second Place**

**Location Prize:**

One (1) Medium Trophy, twenty-five (25) Silver Medals & American Express gift card(s) in denominations determined by Buzztime in the total amount of five hundred (\$500.00 USD) dollars to be used towards a party sponsored by Buzztime at the winning Location for Eligible Participants. Approximate Retail Value ("ARV") not to exceed \$805.00 USD.

**Third Place**

**Location Prize:**

One (1) Small Trophy, twenty-five (25) Bronze Medals & American Express gift card(s) in denominations determined by Buzztime in the total amount of two hundred and fifty (\$250.00 USD) dollars to be used towards a party sponsored by Buzztime at the winning Location for Eligible Participants. Approximate Retail Value ("ARV") not to exceed \$525.00 USD.

**TOTAL ARV:** The Total ARV of all available prizes in the Promotion is \$3,295.00 USD.

**PRIZE LIMITATION:** No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure.

**GENERAL PRIZE CONDITIONS:** Each winner agrees that each prize is awarded “as is” with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability or fitness for a particular purpose. All prize details are at Sponsor’s sole discretion. Winners may not substitute, assign or transfer a prize or redeem a prize for cash. Sponsor may substitute prizes of equal or greater value at its sole discretion. Winners are responsible for all applicable federal, state and local taxes, if any and all other costs associated with prize acceptance. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner for any reason, including, without limitation, because of incorrect or changed contact information. No more than the stated prizes will be awarded. All prizes legitimately claimed will be awarded. If a winner cannot accept a prize as stated, prize will be forfeited and, at Sponsor’s discretion, an alternate winner will be selected.

**HOW TO PLAY:** During the Promotion, to enter:

**LOCATION ENTRY:** During each Period of the Promotion, eligible Locations may participate by encouraging Eligible Participants to play Buzztime’s Smartest Bar Trivia Game (the “Game”) at their respective Locations on Entry Period Dates. Participant must be a Buzztime PlayersPlus® member for his/her score to qualify. Participant can sign up for a PlayersPlus account through (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 his/her PlayersPlus account and play the Game at participating Locations for his/her score to qualify for the Location. Registration is not required to play the Game, but is required for score to count toward Location’s overall placement. A link to these Official Rules shall be on presented at the start of the Game at participating Locations. No purchase is necessary to sign up for the Game 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.

**HOW TO WIN:** The Promotion Period consists of seven (7) Entry Periods.

**QUALIFYING ROUNDS (ENTRY PERIODS 1-6):** Championship week will consist of the top ten (10) Locations competing for the title of Buzztime’s Smartest Bar during Period 7. Weekly Location Score is used to determine the top ten Locations. The Weekly Location Score is based on the average of the top five (5) highest individual scores at the Location during each respective Period. The best five (5) out of six (6) Weekly Location Scores are added together to determine Location’s ranking among all Eligible Locations. In the event of a tie, the tiebreaker will be the Location’s individual's highest score.

**CHAMPIONSHIP ROUND (ENTRY PERIOD 7):** Championship week will consist of the top ten (10) Locations. The average of the top five (5) highest individual scores at the Location during Period 7 will determine Buzztime’s Smartest Bar. In the event of a tie, the tie breaker will be the Location’s individual’s highest score.

**NOTIFICATION:** Potential winners will be notified by Administrator via email, phone or mail within seven (7) business days of the announcement with instructions on how to claim a prize. If

potential winner cannot be contacted, fails to return any and all requested documentation, or is declared ineligible by Sponsor or Administrator, in their sole discretion, within ten (10) days, he/she forfeits the prize in its entirety.

**ODDS OF WINNING:** This is a game of skill; winning is determined by the relative skill of the players.

**AFFIDAVIT/RELEASE:** Winning Location may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited.

## **THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.**

**ELIGIBILITY:** To participate you must be a U.S. legal resident of an Eligible State and at least the Minimum Age. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party; or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

“Eligible State” shall mean 50 United States and District of Columbia.

“Immediate family” means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

“Minimum Age” means twenty-one (21) years of age as of 12:00:00AM EST August 10, 2016.

**“Promotion Party or Promotion Parties”** means Sponsor, Administrator, participating retailer accounts and each of their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

**GENERAL:** By participating, you agree to abide by these Official Rules and all decisions of Sponsor, Administrators and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Official Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). Winners may not substitute, transfer or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. Winners are solely responsible for all taxes, if any, on prizes and any expense or item not specifically awarded in the Rules. All prize details are at Sponsor’s sole discretion.

**USE OF NAME/LIKENESE:** By participating in the Promotion and/or accepting a Prize, each Eligible Participant and/or Location agrees to allow Sponsor and Administrator (and their third party designees) the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

**LIMITATIONS:** Neither Sponsor nor any other Promotion Party is responsible for any:

- Lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error related in any way to the promotion, execution or administration of the Promotion.

**VIOLATIONS:** Sponsor or Administrator may, in their sole determination, disqualify anyone they believe has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner or for any other reason in their sole discretion that impacts the fairness or equity of the Promotion.

**CAUTION:** ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

**CHANGES:** Sponsor or Administrator may, in their sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in their sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

**LIABILITY RELEASE:** BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR, ADMINISTRATOR, NOR ANY PROMOTION PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, MEMBERS, SHAREHOLDERS, OR DIRECTORS WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

**INDEMNITY:** By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders, members, and employees from and against any and all injuries, losses, damages, claims, actions and liability of any kind resulting from, in connection with, or in any way related to the Promotion or the Prizes.

**NO WARRANTY:** ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES. VENUE FOR ANY PROCEEDINGS WILL BE IN SAN DIEGO COUNTY, CALIFORNIA. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF. AS A FURTHER CONDITION OF PARTICIPATION IN THIS CONTEST, AND EXCEPT WHERE PROHIBITED BY LAW, EACH PARTICIPANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, OR OTHER CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS PROMOTION, ANY PRIZE AWARDED PURSUANT TO THIS PROMOTION, OR THE DETERMINATION OF ANY WINNER MUST BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**ADMINISTRATION:** Administrator is responsible for the administration of the Promotion. Contact Administrator at its above address with any questions, comments or problems.

**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 Promotion 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, Smartest Bar, the Buzztime's Smartest Bar logo, SIX, Mobile Playmaker, PlayersPlus and Playmaker are trademarks or registered trademarks of NTN Buzztime, Inc.

**For a WINNERS LIST:** Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.

\*American Express is not a sponsor of this Promotion.