



## **OFFICIAL RULES BUZZTIME TRIVIA FOR CASH CONTEST**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF AND ARE LOCATED IN THE 50 UNITED STATES OR DISTRICT OF COLUMBIA DURING THE ENTIRE DURATION OF THE CONTEST INSTANCE, WHO ARE 18 YEARS OF AGE AT THE TIME OF ENTRY.**

**ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.**

**VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.**

**GOVERNED BY LAWS OF THE STATE OF CALIFORNIA. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**Promotion:** 2018 BUZZTIME TRIVIA FOR CASH CONTEST (**the "Contest"**)

**Sponsor:** NTN Buzztime, Inc., 1800 Aston Avenue, Suite 100, Carlsbad, California 92008

**Administrator:** NTN Buzztime, Inc., 1800 Aston Avenue, Suite 100, Carlsbad, California 92008

### **1. ELIGIBILITY:**

A "**Contestant**" must be a natural person of and located in the 50 United States or the District of Columbia during the entire duration of the Contest Instance (as defined below), and be at least eighteen (18) years of age at the time of entry. Officers, directors, agents, sales representatives, distributors, and employees of Sponsor, Administrator, (and the household members and immediate family members, e.g., children, spouse, siblings, parents and the "steps" of each of the aforementioned), their parent companies, subsidiaries, affiliates, and their advertising, promotion and web design agencies ("**Contest Entities**"), and other individuals/entities associated with this Contest are not eligible to enter or win. The Contest is void outside the 50 United States and the District of Columbia, and where otherwise prohibited or restricted by law.

The Contest is subject to all applicable federal, state and local laws and/or regulations and every action taken by a Contestant in the Contest must comply with these laws and regulations. Participation in the Contest constitutes Contestant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Contestants waive any right to claim ambiguity in these Official Rules. Winning is contingent upon fulfilling all requirements set forth herein.

As further set forth below, if it is discovered that a Contestant has registered, attempted to register or otherwise entered the Contest more than once using multiple PlayersPlus® accounts, all of the Contestant's entries will be declared null and void and any Prize (as defined below) a Contestant might have been entitled to receive will not be awarded. Contestants may, in certain circumstances, communicate with, work with, or otherwise benefit from others with whom they have a preexisting relationship while participating in a Contest Instance. Notwithstanding, Contestants may not communicate with, work with, or otherwise benefit from more than ten (10) other persons while participating in a Contest Instance if the communications between the Contestant and those persons are facilitated by any technological means other than those explicitly provided by Sponsor. Additionally, Contestants and any persons with whom they are working with or otherwise benefiting from may not use screen reader technology, bots, algorithms, or any other automated technological means to interpret, analyze, research, or gain information about a question or submit an answer to a question.

Sponsor reserves the right to verify a Contestant's eligibility before, during, or after the Contest.

## **2. CONTEST PERIOD:**

The Contest begins on Saturday, December 1, 2018 at 5:00 PM Pacific Time ("PT") and ends Saturday, December 29, 2018 at 5:30 PM PT. Contestants can enter Contest at select Buzztime locations on the broadcast days and times set forth below ("**Contest Dates**"). Contestants may enter the Contest on multiple Contest Dates (each a "**Contest Instance**"). Sponsor's computer shall be the official Contest Period clock. To find a Buzztime location, simply enter your zip code at <http://www.buzztime.com/play>.

### **Contest Dates and Time:**

- **Saturday, December 1, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Tuesday, December 4, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Saturday, December 8, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Tuesday, December 11, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Saturday, December 15, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Tuesday, December 18, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 PM ET
- **Saturday, December 22, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 p.m. ET
- **Saturday, December 29, 2018** - 5:00 - 5:30 PM PT / 6:00 - 6:30 PM MT / 7:00 - 7:30 PM CT / 8:00 - 8:30 p.m. ET

Buzztime may change this schedule or terminate the Contest or individual Contest Instances at any time with or without notice.

## **3. HOW TO REGISTER AND PARTICIPATE IN THE CONTEST:**

**No money or other thing of value may be collected, charged, contributed or exchanged as a condition of play or participation in the Contest.**

To enter Contest, Contestant must be a PlayersPlus® member to be eligible to enter and win during the Contest Period. Contestant can sign up for a PlayersPlus account via (i) Buzztime entertainment devices at participating locations, (ii) online at <http://www.buzztime.com/play>, or (iii) the Mobile Playmaker® App on his/her smartphone (if available at time of Contest). PlayersPlus registration is free. Registration requires Contestant to provide his/her complete first and last name, valid e-mail address, and date of birth and agree

to these Official Rules. As part of your registration, you may choose to agree to receive marketing e-mails and other communications from Sponsor.. Contestant may unsubscribe or opt-out of the receipt of marketing e-mails or other communications from Sponsor at any time without impacting eligibility. The information associated with a Contestant's PlayersPlus account must be true and accurate. The information associated with the Contestant's PlayersPlus account must identify the actual Contestant into the Contest.

For Contestants using the Mobile Playmaker, his/her smartphone must have a touchscreen interface, internet access, an operating system capable of running downloaded applications that can connect to the internet to participate in this Contest. The Contestant must allow his/her smartphone browser to enable cookies so he/she can participate in the Contest, and enable location services (e.g., GPS). Message and data rates may apply to which Contestant is solely responsible. Contestants should consult their wireless service provider regarding its pricing plans. Contestants should review their mobile device's capabilities for specific app instructions. In addition, the Contest user interface may vary based on the type of device used at time of entry (e.g., Contestant will need access to view TV(s) broadcasting the Contest at participating Buzztime location in order to use the Mobile Playmaker). For clarity, the Mobile App may only be used at Buzztime locations where Contest is made available (i.e., Contest not available outside of Buzztime locations).

By registering as a PlayersPlus member, Contestant agrees that any information provided by Contestant or collected by Sponsor in connection with the Contest may be used by Sponsor in accordance with Sponsor's Privacy Policy located at <http://www.buzztime.com/business/privacy-policy/> and Terms of Service located at <http://www.buzztime.com/business/terms-of-service/>. Participant must sign in using his/her PlayersPlus account and play at least one Contest Instance during the broadcast day and time at the dates listed above to be eligible for the Contest.

**THE CONTEST GAME:** Contestant must log-in to his/her account prior to start of the Contest Instance at participating Buzztime location during the broadcast dates and times listed herein. Each Contest Instance consists of:

- A 30-minute Countdown® trivia game consisting of 15 questions, each question worth a maximum of 1,000 points.
- Contestant will have 15 seconds to answer each question.
- Once the question is proposed, Contestant will be given 5 possible answers to choose from. Depending upon the device a Contestant uses, the questions and possible answers may be displayed on the Contestant's device. The Contestant may need to refer to the TVs displaying the information at the Buzztime locations. Once the question and possible answers are displayed, the question will go away and be replaced with clues.
- Three clues, one after the other, will be displayed on TV and Buzztime entertainment devices (i.e., not on Mobile Playmaker) to help Contestant identify the correct answer.
- The timer, represented by the points system, will start to decrease, starting at 1000 until the timer reaches 0.
- In summary, Contestant will only receive the amount of points that they earned per question (locked into) in the speed that they answer the question in – the faster the correct answer, the more points Contestant receives.
- The Contestant can change his/her answer at any time before the timer hits 0, but the points earned get lower each time. Points are only awarded for correct answers, once the counter has expired.
- There is no penalty for getting the answer wrong or failing to answer. Contestant will receive no points for incorrect answers.
- **The Contestant with the highest cumulative points after 15 questions from across all participating Buzztime locations wins the Prize for that Contest Instance. In the case of multiple winners at the conclusion of a Contest Instance, such players will split the Prize evenly.**

If at any time, for any reason whatsoever, the Contestant leaves the Contest, or for any reason loses contact with the Contest (e.g., game device loses battery, there is a loss of internet connection for any reason), they can attempt to log back into the current Contest. Sponsor shall not be liable for: (1) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or

unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit a Contestant's ability to participate in the Contest; or (2) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Contestant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest.

The Sponsor's decisions will be final and binding on all parties. Sponsor, in its sole discretion, may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your PlayersPlus account if you engage in conduct Sponsor deems, in its sole discretion, to violate these Official Rules or Sponsor's [Terms of Service](#) or be improper, unfair, fraudulent or otherwise adverse to the operation of Contest or in any way detrimental to other users. Sponsor reserves the right, in its sole discretion, to disqualify any Contestant found or suspected of tampering with the operation of this Contest, to be acting in violation of these Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or with the intent to disrupt the normal operation of this Contest.

**CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, DEVICE, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### **4. PRIZE:**

Subject to a confirmation of the winner's eligibility to receive a Prize consistent with Sponsor's Official Rules, the winner of each Contest Instance will receive a cash prize in the amount of one thousand (\$1,000.00) dollars (the "**Prize**"). In the case of multiple winners (as explained above), such players will split the Prize evenly. To receive payment, you must cash-out via PayPal\*, a third-party service.

Prize fulfillment will be subject to the terms, conditions, and privacy policies of PayPal, located at <https://www.paypal.com>. Any participation by any Contestant that does not comply with the Official Rules will be disqualified.

Each Contestant may only establish, maintain, use and control only one PlayersPlus account. For avoidance of doubt, Contestants may not "co-own" accounts. In the event Sponsor determines that Contestant opened, maintained, used or controlled more than one account, in addition to any other rights that Sponsor may have, Sponsor reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any Prize.

Each PlayersPlus account can only be associated with one PayPal account and vice versa. Attempts to associate a PlayersPlus account with additional PayPal accounts may result in the termination of that PlayersPlus account and forfeiture of any Prize awarded.

Sponsor will only issue a Prize and any accompanying tax forms to the individual person identified in the PlayersPlus account for the winning account. Sponsor will use your PlayersPlus account information to contact and verify winners. In order to facilitate the delivery of a Prize, Sponsor may attempt to contact the winner using the contact information associated with your PlayersPlus account. Out of date or incorrect account information at the time you enter a Contest may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your account may result in termination of that PlayersPlus account and forfeiture of any Prize awarded.

Sponsor expressly reserves the right, in its sole discretion, to disqualify any entries that it believes in good faith are generated by an automated means or scripts or that violate any of these Official Rules or the Terms of Service. Entries generated by script, macro or other automated means are void.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award any Prize other than the Prize specified in these Official Rules. The Sponsor does not guarantee that the Prize can be made available to the winner. The Prize is not assignable and not transferable and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule, or regulation, or if the winner cannot claim the Prize for any reason, then Sponsor reserves the right to not award the Prize at all. 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.

**Total Approximate Retail Value ("ARV") of all Prizes during the entire Contest Period = \$8,000.00 total (USD).**

Sponsor is not responsible or liable for any late, failed, lost, returned, or misdirected notification, or for winners' unsuccessful efforts to claim any prize, such as responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind. Neither Sponsor, Administrator, nor any Contest Entities shall be responsible for any inability of the winner to accept or use any portion of the Prize for any reason.

## **5. GAME OF SKILL**

The Contest is a game of skill; winning is determined by the Contestants who use their skill and knowledge to accumulate points.

## **6. HOW TO CLAIM PRIZE, AFFIDAVIT AND RELEASE:**

The preliminary leaderboard is published after each Contest Instance. **THE OFFICIAL LEADERBOARD WILL BE RELEASED SEVENTY-TWO (72) HOURS FOLLOWING THE END OF EACH CONTEST INSTANCE AT [WWW.BUZZTIME.COM/TRIVIAFORCASH](http://WWW.BUZZTIME.COM/TRIVIAFORCASH).** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After release of the official leaderboard, the potential winner(s) will be notified via e-mail at the respective e-mail address registered with his/her PlayersPlus account (the "**Notification**").

The notification email will come from [email@buzztime.com](mailto:email@buzztime.com). The potential winner(s) will be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release (except where prohibited), and any other requested documents within seven (7) days from the date of attempted Notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion as further described below. The winner may be required, in Sponsor's sole discretion, to complete relevant tax forms as a condition to the delivery of the applicable Prize. The winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

If a potential winner is found to be ineligible or not in compliance with these Official Rules, if a potential winner declines to accept the Prize, if Sponsor or Administrator is unable to contact a potential winner via e-mail address at the e-mail address provided by the potential winner associated with the PlayersPlus account, if a potential winner fails to complete and return all documents within the time period specified, or if the Notification is returned undeliverable, the Prize will be forfeited, and in the Sponsor's sole and absolute discretion, the forfeited prize may be awarded to an alternate winner.

THE WINNERS MAY BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ARV OF THE PRIZE AND THE WINNERS MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNERS.

## **7. PUBLICITY RIGHTS:**

Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your authorization to (i) have Sponsor (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audiovisually record you, (ii) have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity and without additional compensation, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

## **8. LIMITATIONS OF LIABILITY AND RELEASE; GENERAL CONDITIONS:**

By participating in this Contest, Contestants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, participating Buzztime locations and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for:

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

(b) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, telephone network, 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 Contest or any other causes which impair the fairness, integrity or administration of the Contest (in such event, Sponsor reserves the right, at its sole option, to modify, terminate or suspend this Contest);

(d) typographical, printing, network, mechanical, electronic, technical, battery, human or other errors or malfunctions of any kind relating to or in connection with this Contest including, without limitation, errors or problems which may occur in the administration of this Contest, the processing of entries, the announcement of the prizes or other errors in these Official Rules or in any other Contest-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 Contestant's participation in this Contest or receipt, use or misuse of any prize;

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

(g) disadvantages or losses in the Contest due to mobile device operability issues such as low battery, screen timing-out, accidental button-presses, screen orientation issues, touchscreen malfunctions/inaccuracies, etc.; or

(h) interruptions, loss or disadvantages in the Contest due to device interruptions such as incoming calls, texts, messages, system/software updates, notifications or any kind, etc.

Further, the Contest Entities are not responsible for any (i) undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Contestant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder, and (ii) unavailability of Buzztime entertainment devices at participating locations.

By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the Contestant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Contestant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to restart, abbreviate, cancel,

terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable, including the selection of winner from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received.

If Sponsor, in its sole and absolute discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted at <https://www.buzztime.com/triviaforcash>.

Without limiting the foregoing, everything regarding this Contest, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT SPONSOR'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 CONTESTANT ASSOCIATED WITH ENTERING THIS PROMOTION.

#### **9. ARBITRATION/CLASS ACTION WAIVER/CHOICE OF LAW:**

Except where prohibited by law, each Contestant agrees that (1) any and all claims, disputes and causes of action relating directly or indirectly, to the Promotion, and use of the Sponsor 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 Sponsor 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 Contest and interpretation and validity of these "Official Rules" and the decisions of Sponsor and its agents in connection with the Contest 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail. Sponsor reserves the right to amend these rules at any time with or without prior notice. Entry into the Contest constitutes acceptance of these terms. Contestants agree that any legal action arising in connection with the Contest, whether in tort, contract or otherwise shall be heard exclusively in the courts of San Diego County, California.

#### **10. 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, Playmaker, and Mobile Playmaker are trademarks or registered trademarks of NTN Buzztime, Inc.

**11. WINNERS LIST:**

The final list of winning Contestants will be posted on [www.buzztime.com](http://www.buzztime.com) following the conclusion of the Contest Period (available starting January 21, 2019 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.  
1800 Aston Avenue, Suite 100  
Carlsbad, CA 92008

Winner List requests must be received no later than February 18, 2019.

This Contest is sponsored by:

NTN Buzztime, Inc.  
1800 Aston Avenue, Suite 100  
Carlsbad, California 92008

\*This Contest is in no way sponsored, endorsed or administrated by, or associated with, PayPal, Google LLC, or Apple Inc. or their subsidiaries or affiliates.

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