# 2017 BUZZTIME BAR CRAWL CONTEST OFFICIAL RULES

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

**Promotion:** 2017 BUZZTIME BAR CRAWL 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, District of Columbia and Canada, excluding the province of

Québec. Void where prohibited by law.

**Individuals:** Must be at least 21 years of age or older at time of entry and a

Eligible Participants legal resident of an Eligible State

and Locations: Locations: Current Buzztime Sites ("Locations") in the Eligible States

**DATES:** 

Promotion Period:

Start Date: On or about 12:00 a.m. Eastern Time ("ET"), May 15, 2017

**End Date:** 11:59:59 p.m. ET, August 21, 2017

The Promotion starts on the Start Date and runs through the End Date ("Promotion Period"). The Promotion Period consists of twelve (12) separate

entry periods (each an "Entry Period"). Each Entry Period will begin on a Monday at 12:00 a.m. and end at 11:59:59 p.m. on the Sunday of the same

week. Specifically, the entire Promotion Period breaks down into twelve (12)

individual weekly periods ("Period(s) 1-12").

Winner will be announced for each Entry Period every Monday, and featured

on <a href="http://facebook.com/Buzztime">http://facebook.com/Buzztime</a>, <a href="http://twitter.com/Buzztime">http://twitter.com/Buzztime</a>,

and http://Buzztime.com/bar-crawl

Announcement Dates:

-	Entry Period(s)	Entry Period Start Date	Entry Period End Date	Entry Period Winner Announcement
	Period 1	May 15, 2017	May 21, 2017	June 5, 2017

Period 2	May 22, 2017	May 28, 2017	June 12, 2017
Period 3	May 29, 2017	June 4, 2017	June 19, 2017
Period 4	June 5, 2017	June 11, 2017	June 26, 2017
Period 5	June 12, 2017	June 18, 2017	July 3, 2017
Period 6	June 19, 2017	June 25, 2017	July 10, 2017
Period 7	June 26, 2017	July 2, 2017	July 17, 2017
Period 8	July 3, 2017	July 9, 2017	July 24, 2017
Period 9	July 10, 2017	July 16, 2017	July 31, 2017
Period 10	July 17, 2017	July 23, 2017	August 7, 2017
Period 11	July 24, 2017	July 30, 2017	August 14, 2017
Period 12	July 31, 2017	August 6, 2017	August 21, 2017

**Winners List** 

Request Deadline:

September 30, 2017

### **ADDRESSES:**

NTN Buzztime, Inc.

Winners List Attention: 2017 BUZZTIME BAR CRAWL CONTEST

Address: 2231 Rutherford Rd., Suite 200

Carlsbad, CA 92008

**PRIZES:** Total of twenty-four (24) prizes during the entire Promotion Period.

## **Weekly Entry Period Prizes:**

• **Participant:** Buzztime Player Pack Swag Set. Approximate Retail Value ("ARV") for the set not to exceed twenty-five dollars (\$25.00 USD).

• Location: Bar Plaque – ARV fifteen dollars (\$15.00 USD).

**Total ARV:** Total ARV of all available prizes in the Promotion not to exceed \$480.00 USD.

#### **PRIZE LIMITITATION AND CONDITIONS:**

**GENERAL PRIZE CONDITIONS:** Limit of one (1) weekly prize for all Eligible Participants and Locations during the entire Promotion Period. 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. 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. Winners may not 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. Winners must agree to abide by all restrictions in connection with the prizes including the terms and conditions of the prize providers. 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 ENTER:** During the Promotion, to enter:

Eligible Participant must meet all eligibility requirements and be a registered Buzztime PlayersPlus® member for his/her entry to count. Participant can sign up for a PlayersPlus account through (i) Buzztime entertainment devices at participating Locations, or (ii) online at <a href="http://www.buzztime.com/play">http://www.buzztime.com/play</a>. PlayersPlus registration is free. Visit <a href="http://buzztime.com">http://buzztime.com</a> for a complete list of participating Buzztime locations. No money or other thing of value may be collected, charged, contributed or exchanged as a condition of participation in this Promotion.

The object of the Promotion is to tell Buzztime why your favorite bar is worthy of being added to Buzztime's 2017 Bar Crawl List and featured as Buzztime's Bar Crawl Winner of the Week. Participant must fill out the "2017 Bar Crawl" entry form at <a href="http://facebook.com/buzztime">http://facebook.com/buzztime</a> or <a href="http://buzztime.com/bar-crawl">http://buzztime.com/bar-crawl</a> in its entirety. The winner is the entry which is judged by Buzztime, in its sole and absolute discretion, as having the best answers and photo during each applicable Entry Period.

#### **HOW TO WIN:**

**NOTIFICATION:** Potential winning Participant and Location will be notified by Administrator via email, phone or mail on or about three (3) days after the conclusion of the applicable Entry

Period 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:** Not applicable. This is a writing/photography/presentation contest

**AFFIDAVIT/RELEASE:** Winning Participant 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 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, District of Columbia and Canada, excluding the province of Quebec.

"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 at time of entry.

"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).

**USE OF NAME/LIKENESS:** By participating in the Promotion and/or accepting a Prize, each Eligible Participant and Location agrees to allow Sponsor and Administrator (and their third party designees) the perpetual right to use his/her/name, Location 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.

**ACCOUNT HOLDER:**If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number.

**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, 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.

ARBITRATION/DISPUTES: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion or the Official Rules will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You agree that whenever you have a disagreement with Sponsor or Administrator arising out of, connected to, or in any way related to the Promotion you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, NTN Buzztime, Inc., 2231 Rutherford Rd., Suite 200, Carlsbad, CA 92008. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand.

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**

THIS ARBITRATION PROVISION LIMITS THE ABILITY OF YOU, ADMINISTRATOR, AND SPONSOR TO LITIGATE CLAIMS IN COURT AND YOU, ADMINISTRATOR, AND SPONSOR EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL OR A STATE OR FEDERAL JUDGE. YOU AGREE THAT YOU WILL NOT FILE ANY LAWSUIT AGAINST ADMINISTRATOR OR SPONSOR IN ANY STATE OR FEDERAL COURT.

**ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Sponsor's Terms of Service (<a href="http://www.buzztime.com/business/terms-service">http://www.buzztime.com/business/privacy-policy/</a>), and Privacy Policy (<a href="http://www.buzztime.com/business/privacy-policy/">http://www.buzztime.com/business/privacy-policy/</a>).

**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.

\*Facebook and Twitter are not sponsors, nor do they endorse this Promotion

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