

## 2019 BUZZTIME<sub>®</sub> TRIVIA FOR PRIZES: 12 DAYS OF TRIVIA 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, DISTRICT OF COLUMBIA, AND CANADA (EXCEPT FOR QUÉBEC PROVINCE) WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY.

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

## ENTRY IN THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

**1. ELIGIBILITY:** The 2019 BUZZTIME TRIVIA FOR PRIZES: 12 DAYS OF TRIVIA SWEEPSTAKES (the "**Promotion**") is open to legal residents (each a "**Participant**") in the 50 United States, District of Columbia, and Canada (except for Québec province).

The Promotion is open only to Participants who are:

- (a) legal residents of one of the 50 United States, District of Columbia, and Canada (except for Québec province); and
- (b) at least 18 years old and of the age of majority or older in the state/province 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 Thursday, December 12, 2019 at 12:00:00 a.m. Pacific Time ("**PT**") and continues through Monday, December 23, 2019 at 11:59:59 p.m. PT ("**Promotion Period**"). The entire Promotion Period consists of ten (10) separate entry periods (each a "**Promotion Date**"). Participant can earn a maximum of one (1) entry during each Promotion Date regardless of means of entry.

Please email Sponsor at <a href="mail@buzztime.com">email@buzztime.com</a> for questions related to Promotion availability/broadcast times.

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 <a href="https://www.buzztime.com/play">www.buzztime.com/play</a>. 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 (i) via Buzztime entertainment devices at participating locations, (ii) online at <a href="https://www.buzztime.com/play">www.buzztime.com/play</a>, or (iii) by installing the Buzztime Entertainment App1 on his/her smartphone. PlayersPlus registration is free.

Participant must sign in using his/her PlayersPlus account and play any Buzztime Trivia Game at a broadcast location during the Promotion Period to be eligible for a chance to win. Please email Sponsor at <a href="mail@buzztime.com">email@buzztime.com</a> for questions related to Promotion availability/broadcast times.

Registration requires Participant to provide his/her complete first and last name, valid e-mail address, and date of birth. As part of your registration, you may choose to agree to receive marketing e-mails and other communications from Sponsor. Participant 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 the Participant's PlayersPlus account must (a) be true and accurate, and (b) identify the actual Participant in the Promotion.

By registering as a PlayersPlus member, Participant agrees that any information provided by Participant or collected by Sponsor in connection with the Promotion may be used by Sponsor in accordance with Sponsor's Privacy Policy located at <a href="https://www.buzztime.com/business/terms-of-service/">www.buzztime.com/business/terms-of-service/</a>.

Each Participant may only establish, maintain, use and control only one PlayersPlus account. Sponsor reserves the right to verify a Participant's eligibility before, during, or after the Promotion. For avoidance of doubt, Participants may not "co-own" accounts. In the event Sponsor determines that Participant 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.

For Participants using the Buzztime Entertainment App, 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 Promotion. Eligible Participant must allow his/her smartphone browser to enable cookies so he/she can participate in the Promotion, and enable location services (e.g., GPS). **Message and data rates may apply to which Eligible Participant is solely responsible**. Eligible Participants should consult their wireless service provider regarding its pricing plans. Eligible Participants should review their mobile device's capabilities for specific app instructions. In addition, the Promotion interface may vary based on the type of device used at time of entry (e.g., Eligible Participant will need access to view TV(s) broadcasting the Promotion at Eligible Locations in order to use the Buzztime Entertainment App).

**Participant Entry via Free Alternative Online Entry:** Visit <a href="www.buzztime.com/12daysoftrivia/amoe">www.buzztime.com/12daysoftrivia/amoe</a> and complete the entry form during the Promotion Period (i.e., December 12-23, 2019) for a chance to win. For clarity, any entries submitted outside the Promotion Period will be null and void. One entry per Promotion Date.

No purchase is necessary to sign up for PlayersPlus, play Buzztime 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:** At the conclusion of the Promotion Period, one (1) entry will be randomly drawn for each Promotion Date and subject to confirmation of the Participant's eligibility, awarded \$100 in the form of a Visa Gift Card.<sub>2</sub>

There will be a total of twelve (12) winners, subject to these Official Rules.

## Total Approximate Retail Value ("ARV") of all prizes = \$1,200.00 total (USD).

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: The odds of winning 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. Potential winner(s) will be notified via the email address registered with PlayersPlus account or provided for in the free online entry. The notification email will come from buzztime@email.buzztime.com. Potential winners will have seven (7) days from time of email notification to accept the prize pursuant to Section 6 below. If the potential winner selected is a Canadian resident, he/she must first correctly answer a time-based mathematical skill-testing question, to be implemented by Buzztime, as a condition to being considered a winner. 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 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 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.

- **6. WINNER VERIFICATION & CONDITIONS:** As a condition of receiving any prize, potential winners will be required to: (i) verify their eligibility by providing Buzztime with reasonable identification, business, legal and location details, (ii) sign and return an affidavit of eligibility, and (iii) 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. In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized account holder of the e-mail address reflected in the PlayersPlus account or submitted with the alternative online entry.
- **7. PRIVACY, USE OF PHOTO, IMAGE AND LIKENESS:** Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your participation in the Promotion and/or 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) surrender 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: 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).

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES ACKNOWLEDGE AND AGREE THAT BUZZTIME SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE 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 governed by the laws of the State of California. 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 (i) 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, (ii) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, but in no event attorneys' fees; and (iii) in no event will a Participant be entitled to obtain additional awards beyond out of pocket costs and Participant(s) 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 Rues" 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 than 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. In the event of a conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion 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 Promotion constitutes acceptance of these terms.

- **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 final list of winning Participants will be posted at <a href="www.facebook.com/buzztime3">www.facebook.com/buzztime3</a> following the conclusion of the Promotion Period (available starting January 13, 2020 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. 12 Days of Trivia 1800 Aston Avenue, Suite 100 Carlsbad, CA 92008

Winner List requests must be received no later than February 15, 2020.

This Promotion is sponsored by:

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

- 1. Buzztime Entertainment App is available on Google Play Store and Apple App Store. This Promotion is not sponsored, endorsed, administered by, or associated with Apple Inc. or its subsidiaries or affiliates.
- 2. This Promotion is not sponsored, endorsed, administered by, or associated with Visa or its subsidiaries or affiliates.
- 3. This Promotion is not sponsored, endorsed, administered by, or associated with Facebook or its subsidiaries or affiliates.