

The following Promotion is intended for those in the United States only and shall be governed by and construed in accordance with United States law. Do not proceed if you are not at least 18 years of age, a legal resident of, and located within, the United States.

“WBNX-TV55 Game Night at the Cuyahoga County Fair 2024”

OFFICIAL RULES

No fee, payment, or purchase is necessary, except general gate admission to the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 10, 2024.

WBNX-TV55 presents, “Game Night”, hosted by Jerry O’Connell and Melissa Peterman at the Cuyahoga County Fair, Saturday, August 10th from 6-8pm!

Sign up for a chance to play a Game of “Pictionary” on stage with Jerry O’Connell **OR** sign up for a chance to play “Person, Place Or Thing” with Melissa Peterman. You may only sign up for one game for the night.

Game Night is sponsored by Winston Broadcasting Network, Inc., WBNX, 2690 State Road, Cuyahoga Falls, Ohio 44223 and Cuyahoga County Fair, P.O. Box 135, 164 Eastland Road, Berea, Ohio 44017.

General Definitions:

- A. “Venue” shall mean the specific location where the individual attends either Show, as that term is defined further below either for “Pictionary” or “Person, Place Or Thing,” as applicable, at The Cuyahoga County Fair and/or registers for and/or participates in the Promotion at the Event.
- B. “Producer” shall mean Winston Broadcasting Network, Inc., WBNX-TV55, and its employees or representatives.
- C. The “Promotion,” “Event,” and/or “Program” shall include all on-stage Game play associated with either game (Pictionary or Person, Place Or Thing), as well as any aspect of the Promotion and its production from start to finish, including but not necessarily limited to registration, Contestant selection, and awarding of prizes.
- D. “Game(s)” shall mean the production of “Pictionary” and/or “Person, Place Or Thing,” as described below.
- E. “Contestant(s)” shall mean Eligible Individuals selected to participate in either Game.
- F. An “Eligible Individual” is a person who meets all criteria for participation as set out in these Official Rules.
- G. “Registration Form” or “Sign-Up Form” shall mean the form available either on wbnc.com or on paper at the Venue that Eligible Individuals who wishes to enter the Promotion must complete, which includes the Eligible Individual’s full name, address, date of birth and, in the case of Pictionary, each Team Member’s full name as well.

- H. "Entrant(s)" shall mean those persons who complete the Registration Form, or, in the case of Pictionary, who are otherwise an Eligible Individual and are included as a Team Member on the Registration Form, for a chance to be a Contestant.
- I. "Host(s)" shall mean Jerry O'Connell and/or Melissa Peterman (for each Game, respectively), and/or in the event they cannot attend, a person chosen in the sole discretion of the Sponsors, who conducts and hosts the Games.
- J. "Sponsors" shall mean Winston Broadcasting Network, Inc., WBNX-TV55, and the Cuyahoga County Fair.
- K. "Network" shall mean Fox Broadcasting Company, Fox First Run, or any affiliates of either.

Below, these Official Rules contain additional rules applicable to both the "Pictionary" and "Person, Place Or Thing" Games, as well as additional rules applicable solely to "Pictionary" or "Person, Place Or Thing," as applicable. You are responsible for reading and complying with the entirety of these Official Rules.

For "Pictionary":

- A. The Contestant Selection: A valid Registration Form must be completed by a "Team Leader," which Team Leader shall be subject to the responsibilities and eligibility criteria set forth elsewhere in these Official Rules. The first six (6) Team Leaders to sign up a team of three Contestant players, including Team Leader, via a validly completed Registration Form may get a chance to be Contestants to play a Game of "Pictionary" on stage with Jerry O'Connell with their paid admission to the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 10, 2024 from approximately 6pm-6:45pm (time permitting). Contestant selection is subject to all eligibility and selection rules.
- Game of skill: "Pictionary" Game on-site at the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 10, 2024, approximately 6pm-6:45pm on the Olde Barn Pavilion Stage (time permitting). The outcome of this contest is not based on chance, but instead is based on objective criteria as outlined further in these Official Rules. Odds of winning are based on the relative skill of each Entrant.

1. Definitions, Overall Rules and Eligibility

Definitions:

- a. "Show" shall mean this "Pictionary" stage Game show, based on the television program.
- b. The "Game" shall mean when the Contestants play a series of rounds (individually "Round," collectively "Rounds") to win a prize(s) ("Prize(s)"); One "Game" consists of two (2) Rounds and one (1) Bonus Round.
- c. Each "Team" (individually "Team," collectively "Teams") is comprised of two (2) Contestants and one (1) "Team Leader" Contestant.
- d. For the avoidance of doubt, "Team Leader" is a Contestant as well and must be an Eligible Individual who meets all criteria as set out in these Official Rules; Team Leader must also be at least 18 years old, complete the

Registration / Sign-up Form for their team, and take responsibility for the Grand Prize and minor children on the team

2. The purpose of these Official Rules is to govern the Promotion associated with the Show through which Contestants can receive prizes through the Game play described in these Official Rules.

3. The Show, including audience warm-up, will run approximately forty-five (45) minutes. An attempt will be made to play a minimum of one Game play and a maximum of three Game plays consisting of 2 teams each Game playing the rounds, then the Winning Team playing the final draw round in the time allotted on the stage from approximately 6pm-6:45pm. A maximum of six (6) teams will get to participate in Game play.

4. All prize values in these Official Rules are listed in US dollars.

5. The Promotion is subject to applicable federal, state, and municipal laws and regulations. All aspects of the Promotion are subject to the approval of the appropriate regulatory authorities. Void where prohibited or restricted by law.

6. There is a ticket purchase required to participate in the Promotion. Only those who possess a valid ticket will be allowed into the Venue to watch or participate in the Show and Promotion. Eligible Individuals selected to compete as Contestants in the Show will not be provided with a complimentary ticket in order to enter the space to compete as Contestants.

7. All Show times are approximate. Sponsors reserve the right to modify Show times when there are extenuating and/or unforeseen circumstances in Sponsors' sole discretion. Producer reserves the right to modify or cancel the Promotion at any time, for any reason, in Producer's sole discretion. Producer intends to conduct the show rain or shine, subject to these Official Rules.

8. Eligibility Requirements

a. "Team Leader" shall be a legal resident of the fifty (50) United States who

i. is 18 or older;

ii. satisfies all eligibility and other requirements under these Official Rules; and

iii. has and presents on request a valid unexpired form of government-issued photo ID, such as passport, driver's license, or other identification. Team Leaders that fill out the Registration Form must be at least eighteen (18) years of age as of the date of entry and have a valid Social Security number. Proof of age and legal U.S. residency may be required.

b. Minor children between ages 8-17 are allowed to be entered to participate in the Show by being on a Team as long as their legal parent/guardian is a Team Leader on the same Team with them. Minor children (under age 18) cannot fill out Registration Form or be a Team Leader.

PLEASE NOTE: You must be within driving distance of Berea, Ohio, and willing to pay for your own travel, accommodation, and general gate admission to the Cuyahoga County Fair, and be available to be present in person for the Event on Saturday, August 10, 2024 starting at 5:30pm EDT until approximately 8:00pm EDT. Travel expenses, fair gate admission, lodging, food, or other expenses will not be provided and are the sole responsibility of each Entrant.

c. The following individuals are not eligible:

1. Those who have been prohibited from entering the Venue at the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130 and/or any other properties owned or operated by the Venue.
2. Entrants/ Contestants must not be (nor any member of their immediate family [e.g., spouse, domestic partner, mother, father, sister, brother, daughter, son, etc.] regardless of where they live, nor any member of the same household [whether related or not]) currently employed by or employed within the last two (2) years by, or know anyone who is now, or has been in the past two (2) years an employee, agent or representative of, any of the following entities, including each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, licensees, or assigns:
 - a. WBNX-TV Winston Broadcasting Network Inc.;
 - b. Cuyahoga County Fair;
 - c. Dino Bones Productions, Inc.
 - d. Otter Creek Productions, LLC;
 - e. Fox First Run, LLC;
 - f. Fox Television Stations, LLC;
 - g. Fox Broadcasting Company or its affiliates, or any other television station or cable network telecasting the Program or any corporate entity of which such station or network is a parent, subsidiary or division;
 - h. Enteractive Solutions Group, Inc./Sullivan Compliance Company ("SCC");
 - i. Any known sponsor(s) of the Program; or
 - j. Persons, firms or agencies supplying prizes and/or services to the promotion.

3. No groups, clubs, or organizations may enter or win prizes.

In addition, by entering and/or participating Entrants/Contestants acknowledge and agree that the Sponsors have the sole discretion to render ineligible any person who Sponsors determine is sufficiently acquainted with any person or entity connected with the production, administration or judging of the Program such that such person's participation in the Program could in the sole opinion of Sponsors create the appearance of impropriety.

9. Any prize winners who are determined to not be Eligible Individuals by Producer in its sole discretion must forfeit any prize(s) that he/she would otherwise have won while participating in the Promotion and such prize(s) will not be awarded. All decisions of Producer regarding the interpretation of Official Rules, eligibility, Game play, the order in which Contestants compete, or any other aspect of the Show shall be made in Producer's sole discretion and will be final and binding on all Contestants without appeal. Prize(s) may only be awarded to Eligible Individuals.

10. Prize winners are responsible for any and all applicable expenses or taxes as may arise from participation in the Promotion and/or winning a prize.

11. Producer is not responsible for lost, stolen, late, mutilated, or illegible Registration Forms nor for electronic transmission errors or delays resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, hardware, software, or telephone failures of any kind, lost or unavailable connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Venue, Producer, users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an Eligible Individual's ability to participate in the Promotion. All Registration Forms are the property of the Sponsors and will not be returned.

12. If for any reason the Promotion or Show is not capable of running as planned, or an event beyond the control of Venue or Producer corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, the Producer reserves the right at their sole discretion to cancel, terminate, modify or suspend the Promotion.

13. Any attempt by any person to deliberately damage any program or to undermine the legitimate operation of the Promotion and/or Show may be in violation of criminal and/or civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent of the law.

14. Sponsors are not liable for injuries or losses arising or resulting from participation in the Promotion and/or Show, are not liable for events or errors by its respective employees or independent contractors for negligent conduct, and are not liable for any equipment or software malfunction or the outcome of such malfunction.

15. By participating in the Promotion, Contestants, including Team Leaders, agree to these Official Rules. Producer may in its sole discretion disqualify any person based on fraud, dishonesty, violation of Official Rules or other misconduct, whether or not directly related to the Promotion.

Attending the Show

16. Each person who enters the Venue's space to watch the Show must have a valid fair gate admission ticket. Eligible Individuals selected to compete as Contestants in the Show must pay

for their own fair gate admission ticket in order to enter the Venue's space. The purchase of a ticket does not constitute registration into the Contestant pool, nor does it guarantee that a ticket holder will be selected to play as a Contestant.

Registration / Sign-Up

17. Only Team Leaders are allowed to register a Team to enter the Promotion. Each Team Leader who wishes to enter the Promotion may do so either online or at the Venue as further described in these Official Rules. To enter the Promotion online, Team Leader must access the WBNX-TV website at www.wbnx.com on the internet and follow all instructions to locate the Promotion/Event/Contests page and complete the official online entry form, which includes their own personal information as well as the names of two other Team Members and their personal information, then submit the entry form. All required fields must be completed, and entry forms must be submitted. Team Leaders may only register once for the Promotion.

Registration on wbx.com begins 07/23/2024 at 2:00pm EDT and ends 08/04/2024 at 11:59pm EDT or when the Team limit has been reached. In the event that there are not enough Teams signed up to play ahead of time on wbx.com, then Teams may be registered at the WBNX-TV booth from 10am-6pm EDT on 8/10/24 at the Venue on a first come, first served basis.

The registration will begin and end at the times specified by the Producer. The Producer's computer is the official time-keeping device for the Promotion. Producer will contact by phone the Team Leaders whose Teams fall within the first six (6) validly registered to notify those Team Leaders that they have been invited to participate and to provide additional details. Producer may also text message, email, and/or mail the Team Leaders selected for participation to notify or give instructions of participation by August 9, 2024.

If any notification is returned as undeliverable, if any potential winner rejects their opportunity or prize, if any winner cannot be contacted or reached after two (2) attempts to contact by phone, if the Team Leader does not call back and speak to the WBNX-TV representative within two (2) days of first contact, or in the event of non-compliance with these Official Rules, such participation will be forfeited. Upon forfeiture, no compensation will be given and Sponsors shall have no further liability in connection with this Promotion.

Neither Sponsors nor prize providers are responsible for and shall not be liable for late, lost in any part, missing, damaged, misdirected mail or prizes or unsuccessful efforts of any kind to notify winners.

Limit of one (1) entry per person. A person can only enter to be on one (1) Team for the entire Event. Contestants cannot play on multiple Teams. If multiple entries for the same person are received on the same day, additional entries will be disqualified. Multiple Entrants are not permitted to share the same email address. Any attempt by an Entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations or logins, or any

other methods may void your entries and you may be disqualified from the Promotion. Entries without complete required information will be void.

18. Team Leaders and Team members who are registered and selected to play as Contestants or back-ups must be present in the designated show area at 5:30pm EDT when his/her name is called in order to be confirmed as a Contestant in the Show.

Contestant Selection

19. Producer, in its sole discretion, will identify and cast potential Contestants on a first-come first-served basis and the Producer reserves the right to modify the selection process at its sole discretion. When registration is completed, completed registrations will be eligible for selection. The Producer is not obligated to have any Contestant participate in the promotion and Producer shall have the right at any and all times and in its sole discretion to remove or replace any Contestant in connection with the Promotion for any reason or for no reason.

Producer may also select alternate Contestants for the promotion. Producer reserves the right to replace any Contestant with any alternate Contestant, to select additional alternate Contestants and to otherwise determine which Contestants will be selected for the promotion. All rules and requirements contained in these Official Rules and/or otherwise applicable to Contestants shall also apply to all alternate Contestants.

20. Teams must consist of three people, and at least one member ("Team Leader") must be an adult age 18 or older. Minor children (between ages 8-17) are allowed to participate by being on a Team as long as their legal parent/guardian is the Team Leader on the same Team with them.

21. Subject to Producer's sole discretion and as described in paragraph 19 above, the first six (6) eligible Teams of three (3) people to enter via valid Registration Form as described above may be invited to participate in the Promotion and to have a chance to play a Game of "Pictionary" at the Cuyahoga County Fair Event (time permitting) in the order that they were registered on wbnx.com or if necessary registered at the Venue. An additional two (2) to four (4) backup teams may be selected in order of valid Registration Form receipt. Back-up teams will only be used if a Team that is scheduled to participate in the Promotion is disqualified. All Teams are not guaranteed that they will get to actually play or be Contestants on the stage. We will play as time permits from approximately 6pm-6:45pm and get as many Teams as we can to play a Game. Not all six (6) selected Teams may be called to play a Game. Back-up teams may not be called to play at all. Teams that do not get to participate in Game play will not win any prizes. They may or may not be given a complimentary gift from the Producer, but their participation in no way entitles them to any such complimentary gift.

22. Teams of individuals invited to participate must be present in person at the Venue in order to participate. There will be no remote Contestants allowed. When the name of a Team is announced to come to the stage to participate, the Team of all Contestants named must

immediately make it known that they are present. If, after thirty (30) seconds, the Producer is unable to readily identify the Team whose name was called as being present in the pavilion where the Show is being held, the Team will be deemed absent and a new Team will be selected as the Contestants. If the new Team is absent, the process described above will be repeated until a Team who is present is selected as the Contestants.

23. In the event that a Team Member or Contestant is chosen to play by having his/her name called, and does not wish to play the Game, he/she may forfeit his/her participation in the Show, and the Producer shall select another Contestant in Producer's sole discretion.

24. In the event that a Contestant is unable to play due to physical injury, illness, infirmity or incapacity, said Contestant may designate a proxy Contestant player to play on his/her behalf, provided such designated proxy Contestant player also meets the eligibility criteria set forth herein (the "Proxy Player").

Conditions for the Awarding of and Winning of Prize(s):

25. Awarding of prizes is contingent on verification that the Contestant was an Eligible Individual under these Official Rules. In the event that an ineligible person participates in the Event, such person will be disqualified from winning any prize and any prizes will be forfeited and will not be played for again.

AWARDING OF PRIZES

26. In order to be confirmed as the winner of any prize, Contestants, Team Leaders and/or parent/legal guardian of minor Contestant players who have correctly answered any of the skill-based questions must also complete and sign a standard release form, including a publicity release (where permitted by law), confirming compliance with these Official Rules, accepting the prizes as awarded and indemnifying and releasing WBNX-TV Winston Broadcasting Network Inc., Cuyahoga County Fair, Otter Creek Productions, LLC, Fox First Run, LLC, Fox Television Stations, LLC, Fox Broadcasting Company or its affiliates, or any other television station or cable network telecasting the Program or any corporate entity of which such station or network is a parent, subsidiary or division, Enteractive Solutions Group, Inc./Sullivan Compliance Company ("SCC"), Venue and their respective parent companies, affiliates, subsidiaries, agencies, agents, respective directors, officers, employees, representatives, sponsors, successors and assigns (Released Parties) from any liability for any loss, harm, damages, claims, costs, causes of action or injury whatsoever including, but not limited to, personal injury, accident or death, property damage, disappointment or inconvenience arising from any act, omission or negligence whatsoever relating to this promotion as a result of participation in the Event and/or the receipt, ownership, possession, use or misuse of any prize.

27. (1) Prizes are non-refundable, non-transferable and subject to availability; (2) Sponsors reserve the right without notice to substitute any prize of equal or greater value in the event of prize unavailability; (3) There are no prize substitutions by the winners, transfers or cash

equivalents permitted; (4) Prize cannot be replaced if lost or stolen; (5) Costs greater than the prize value are the sole responsibility of the prize winners; (6) In no event will the Sponsors be obligated to award more than the stated number of prizes; (7) Neither Sponsors nor prize providers are responsible for prizes damaged in delivery or shipping; (8) Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and neither Sponsors nor prize providers are responsible for defective prizes, damaged prizes, or prizes that are in non-working order; (9) Prizes not claimed within 48 hours after the Promotion is held shall be considered forfeited and will become property of Producer; and (10) Forfeited prizes may be re-awarded or disposed of at the discretion of Producer.

Show Details

28. The entire "Pictionary" Show will run approximately forty-five (45) minutes.

29. Although the Show is based on the "Pictionary" television program produced by Otter Creek Productions, LLC., to the extent there are differences between the format of the television program and the Promotion, the Official Rules of the Promotion are as stated herein and govern the Show.

30. Each Game will consist of 2 Teams of 3 Contestants to play a Game that consists of a series of Rounds to win a Prize(s) and/or a Grand Prize as set forth below and subject to the terms and conditions set forth below.

31. By participating in the Game, each Contestant agrees that all decisions regarding the Game, including, but not limited to, the selection of Contestants and/or alternate Contestants, Contestant removal, substitution and/or elimination, rules and rules interpretation, fairness and form of questions/challenges/clues/words that must be drawn and identified, correctness of clues and answers, show production, Game play, penalties and disqualification determinations, and the awarding of any Prizes and/or Grand Prize, are at the sole and exclusive discretion of Producer and are final and not subject to appeal.

32. [RESERVED FOR ANY FUTURE RULE.]

Game Play:

33. The Game is played by two (2) Teams (individually "**Team**," collectively "**Teams**"). Each Team is comprised of two (2) Contestants and one (1) Team Leader Contestant. Each Game consists of two (2) Rounds and one (1) Bonus Round. The Producer may increase or decrease the number of Rounds played in a Game at its sole discretion.

A. Round 1:

In Round 1, the Host will draw a word of their choice for BOTH TEAMS to see at the same time. Over the course of 15 seconds, the Team that yells out first and correctly identifies the image drawn wins the chance to go first in Round 2

(becoming Team A). If neither Team correctly identifies the image or if both Teams correctly identify the image at the same time, a coin will be flipped to determine which Team goes first in the next round.

B. Round 2: SKETCH OR STEAL (100 points per question):

1. Selecting a Category:

The leading Team (Team A) will go first in this Round. Both Teams will be given the category. Each Category has a name, which is usually humorous in nature, and which contains a list of six (6) words or phrases (e.g., names, titles, places, etc.) that fall under a common subject which may or may not be evident from the Category name itself.

- A) The first Contestant player on 'Team A' will approach the drawing pad or board and be shown a word. That Contestant player then will have 15 seconds to draw that word without using any numbers or letters in their drawing (Roman numerals are acceptable). Their Teammates must successfully say out loud the *exact* word as it is written on the card (e.g.: if the card says 'tissues', then 'Kleenex' is not an acceptable answer).
- B) If 'Team A' does *not* get the answer correct within 15 seconds, 'Team B' can make a guess which, if correct, will earn them the points for that word.
- C) Game play will now alternate between Teams from 'Step A' above, moving down the row of Contestant players in each until every Contestant player has gone.
- D) There is no passing in this Round. Contestant players must sketch the first word that is shown to them by the Host. The only exception shall be if the Contestant player is a young minor and does not know what the word shown to them means or what it is. In that case, the Host shall ask the child if they know the word or not and they will privately tell the Host yes or no. If the child does not know the word, they will be shown an alternate word to draw that may be more familiar to children.

2. Playing a Category:

Starting with the Team A Team Leader drawing, followed by the Team B Team Leader drawing, the Teams will go back and forth, drawing and guessing until they have gone through 6 Words/Phrases.

Before a word or phrase is played, there are fifteen (15) seconds put on a countdown clock ("Clock"), which is visible to the Team playing. The Clock begins counting down on the Host's cue when the first word or phrase in the Category is revealed to the Contestant. There will be fifteen (15) seconds allotted for each of the six (6) words or phrases in the Category. The Drawer ("Drawer") will draw the word or phrases while the Guessers ("Guessers") attempt to correctly guess the word or phrase being drawn.

Each word or phrase is visible only to the Drawer and cannot be seen by the Guessers.

If the Contestant correctly guesses the word or phrase within the allotted fifteen (15) seconds, 100 Points is awarded to the Team.

If the Contestant correctly guesses the word or phrase within the allotted fifteen (15) seconds, the Host will acknowledge the correct guess. If, at the end of the allotted fifteen (15) seconds, the Guessers have not correctly guessed the word or phrase, the opposing Team is given the opportunity to "Steal." They will have ten (10) seconds to guess what their opponent was drawing. If they guess correctly within the 10 seconds, they are awarded the 100 Points.

When the Guessers correctly guesses the word or phrase, or at the end of the allotted fifteen (15) seconds if the Guessers fails to correctly guess the word or phrase, the Clock is re-set to fifteen (15) seconds and the next word or phrase in the Category is revealed to the next Drawer.

The Drawers may draw anything to get the Guessers to correctly guess each word or phrase, except for the following prohibited clues ("**Prohibited Clues**"), the use of which may, at Producer's sole discretion, cause the applicable word or phrase in the Category to be nullified.

1. The Drawer may not use any letter or number in his/her drawing for the Guessers.
2. The Drawer may not speak (i.e., speak, indicate, signal or mouth) the answer to the Guessers at any point during Game play of this Round.
3. The Drawer may not pantomime or gesticulate to the Guessers at any point during Game play of this Round

Audible, complete and correct responses started or stated before the Clock reaches zero are counted as correct.

The Drawer may use symbols in his/her drawings (e.g., dollar signs, arrows, etc.) to get the Guessers to correctly guess the word or phrase.

The Team that wins this round with the most points gets to go on to the final draw bonus round to play for the cash prize (the “Winning Team”). The Team that does not get to go on to the final draw bonus round (the “Losing Team”) may receive parting participant prizes as described in the prize section and will end their play in the Game.

3. Tie Break

In the occasion of a tie Game after Round 2, the Producers may implement a tie-break option, in which the Host will draw a word/phrase for both Teams until a Team yells out and correctly identifies the image.

C. BONUS ROUND/FINAL DRAW

- A) One ‘Drawer’ will be nominated from the Winning Team’s Contestant players, and the others will become the ‘Guessers’.
- B) The ‘Drawer’ will be shown a spread of 5 (five) word cards, of which they will ultimately choose three (3) to draw. They will have a total of 45 seconds total to draw on a running Clock in order for their Team to correctly guess the *exact* words given.

The drawer starts by picking a first card and will continue drawing and the guessers will keep guessing until time expires or they are told by the Host that they have guessed correctly, at which point the Drawer picks a second numbered card, revealing another word or phrase that they will draw. The drawer will continue drawing and the guessers will keep guessing until time expires or they are told by the Host that they have guessed correctly, at which point the Drawer will select a third and final card to draw.

Limited passing is allowed in this round. Drawers can only pass on a maximum of two of the five words. The only exception shall be if the Contestant drawer is a young minor and does not know what the word shown to them means or what it is. In that case, the Host shall ask the child if they know the word or not and they will privately tell the Host yes or no. If the child does not know the word, they will be shown an alternate word to draw that may be more familiar to children.

34. Contestants cannot confer with anyone who is not on their own Team while determining his/her answer or guess of the sketch drawn (including, but not limited to, members of the audience); to do so results in disqualification from the Game.

35. Judging:

All decisions regarding the Promotion, including but not limited to, the selection of Contestants, eliminations, rules, fairness and form of questions/challenges/clues/words that must be drawn and identified, Program production, Game play, penalties and disqualification determinations, Prohibited Clues determinations, and the awarding of any Prize(s) and/or Grand Prize, are at the sole and exclusive discretion of the Producer and are final and not subject to appeal. All determinations and decisions regarding the correctness, completeness or incorrectness of an answer are in the sole discretion of the Producer and shall be final, binding on all Contestants, their agents, representatives, legal successors and assigns, and not subject to challenge or appeal.

Producer will rule whether an answer is audible and complete and answered within any allotted time limits at its sole discretion.

Producer will determine in its sole discretion whether multiple forms of a word are acceptable answers. For example, if “bath” is the correct word and “bathtub” is the answer given by the Contestant, Producer may credit such answer as a correct response. Conversely, if “bathtub” is the correct word and “bath” is the answer given by the Contestant, Producer may not credit such answer as a correct answer.

If the Host inadvertently reveals the answer to a word or phrase, or if an answer is otherwise revealed before the Contestant has the chance to answer, Producer may stop Game play. Producer reserves the right to stop the Clock and replace the word(s) or phrase(s) regardless of whether the answer revealed was correct. The Clock will be reset to the time the replaced word or phrase was asked (as determined by Producer in its sole discretion) and Game play will continue with the Host reading the next word or phrase. If any error is made by the Host or the computer operator during Game play (e.g., the Clock is inadvertently stopped or started, etc.) or Game play is corrupted in some way, in the sole discretion of Producer, each case will be evaluated on an individual basis; provided, however, that in all cases the determination, judgment and decision of Producer will be final and binding for all purposes and not subject to appeal.

36. Prizes and/or Grand Prize:

Notwithstanding anything to the contrary contained herein, and notwithstanding any prize amounts stated by the Host during the Promotion, for this Promotion, Contestants will receive the following prizes, with each “\$” figure below constituting the Approximate Retail Value (“ARV”) of the referenced prize:

- A) If the Winning Team successfully guesses all 3 words within the 45 seconds allocated in the Bonus Round, the Team Leader will receive the Grand Prize (“Grand Prize”) in their behalf which will be a \$100 gift card. One gift card will be awarded to the Team Leader only.
- B) If the Winning Team doesn’t successfully identify all 3 words but identifies only two (2) words within the 45 seconds allocated in the Bonus Round, The Team Leader will receive a “Level 2 Prize” which will be a \$50 gift card. One gift card will be awarded to the Team Leader only.
- C) If the Winning Team doesn’t successfully identify all 3 words but identifies only one (1) word within the 45 seconds allocated in the Bonus Round, The Team Leader will receive a “Level 1 Prize” which will be a \$25 gift card. One gift card will be awarded to the Team Leader only.
- D) Whether or not the Winning Team successfully guesses **any** of the words within 45 seconds in the Bonus Round, each member of the Winning Team will receive the “Contestant Prize” which includes one PPOT mug = \$13.50 ea, one Game show magnet = \$2.87 ea, one Tote bag = \$2.81 ea, 1 Pictionary vs AI game = \$14.00 ea, 1 Antenna Direct antenna (Clearstream 2max Indoor/Outdoor HDTV Antenna) = \$100.00 ea. The total Approximate retail value of the Contestant Prize is valued at approximately \$133.18.
- E) Each member of The Losing Team will be given the Contestant Prize described above.
- F) Cash prizes will be paid in the form of a pre-paid gift card (VISA, Mastercard, or American Express) issued by the Producer and awarded to the Team Leader of the winning Team of Contestants at the end of the Event. All winning Contestants must complete a prize redemption form following the Show to acknowledge receipt.

The total number of Grand Prizes is a maximum of three (3) \$100.00 Gift Cards for a total of \$300.00 for the entire Promotion. The total number of Level 2 Prizes is a maximum of three (3) \$50.00 Gift Cards for a total of \$150.00 for the entire Promotion. The total number of Level 1 Prizes is a maximum of three (3) \$25.00 Gift Cards for a total of \$75.00 for the entire Promotion. The total number of Contestant Prizes is a maximum of eighteen (18) valued at \$133.18 each.

Prizes will only be awarded if the Contestant is in full compliance with all of the terms and conditions of these Official Rules, the Contestant Release Agreement, and any other agreements (e.g., prize affidavits, tax documents, etc.) that the Contestant may be required to sign in connection with Contestant’s participation in the Program. Any Prize and/or Grand Prize (or applicable portions thereof) shall be awarded to the “Team Leader”.

Notwithstanding anything to the contrary contained herein, the amount, nature, and/or other provisions of any Prize and/or Grand Prize may be modified and/or changed at any time and from time to time by the Producer in its sole and absolute discretion.

Contestants are solely responsible for any federal, state, local and foreign tax liabilities, and/or fees resulting from the receipt of any Prizes. In addition, the Producer may report the awarding of any Prize and/or Grand Prize to the applicable tax authorities. Each Contestant agrees to indemnify and hold Producer, and each of their affiliated entities, parent companies, subsidiaries, licensees, and assigns and their respective officers, directors, shareholders, employees, contractors, representatives, product integration partners, trade-out partners, advertisers, and sponsors and all those associated with the production, distribution, and exploitation of the Promotion and the advertising/promotion thereof harmless from any and all damages, losses, and penalties any of the foregoing parties may incur in the event such Contestant should fail to pay any taxes that may be due with respect to any Prize and/or Grand Prize or any other prize, payment, item or award and/or in the Event such Contestant is disqualified and/or otherwise deemed forfeited. Contestants should consult with their own tax advisors regarding the tax consequences of participating in the Promotion. Prizes cannot be assigned, transferred, exchanged, shared or sold.

Other prizes or gifts may be awarded at Producer's sole discretion.

If any Contestant elects not to accept such Contestant's portion of any Prize and/or Grand Prize, or fails to complete any documents provided by Producer with respect to any Prize and/or Grand Prize or any other prize or award, then such Contestant shall irrevocably forfeit such Contestant's Prize and/or Grand Prize or such other prize or award (as applicable).

For "Person, Place Or Thing":

- A. The Contestant Selection: The first six (6) Entrants to sign up on wbnx.com may get a chance to be Contestants to play a Game of "Person, Place Or Thing" on stage with Melissa Peterman with their paid admission to the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 10, 2024 from approximately 6:45pm-7:30pm EDT (time permitting).
- B. Game of skill: "Person, Place Or Thing" Game on-site at the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 10, 2024, approximately 6:45pm-7:30pm EDT on the Olde Barn Pavilion Stage (time permitting). The outcome of this contest is not based on chance, but instead is based on objective criteria as outlined further in these Official Rules. Odds of winning are based on the relative skill of each Entrant.

1. Definitions, Overall Rules and Eligibility

Definitions:

a. “Show” shall mean the “Person, Place Or Thing” stage Game show, based on the television program. b. The “Game” shall mean Contestants play a series of rounds (individually “Round,” collectively “Rounds”) to win a prize(s) (“Prize(s)”).; One “Game” consists of three (3) Rounds and one (1) Bonus Round.

2. The purpose of these Official Rules is to govern the Promotion associated with the Show through which Contestants can receive prizes through the Game play described in these Official Rules.

3. The Show, including audience warm-up, will run approximately forty five (45) minutes. An attempt will be made to play a minimum of one Game play and a maximum of two Game plays consisting of 3 (three) Contestants in each Game playing the rounds, then the winning Contestant playing the final round in the time allotted on the stage from approximately 6:45pm-7:30pm EDT. A maximum of six (6) Contestants will get to participate in Game play.

4. All prize values in these Official Rules are listed in US dollars.

5. The Promotion is subject to applicable federal, state, and municipal laws and regulations. All aspects of the Promotion are subject to the approval of the appropriate regulatory authorities. Void where prohibited or restricted by law.

6. There is a ticket purchase required to participate in the Promotion. Only those who possess a valid ticket will be allowed into the Venue to watch or participate in the Show and Promotion. Eligible Individuals selected to compete as Contestants in the Show will not be provided with a complimentary ticket in order to enter the space to compete as Contestants.

7. All Show times are approximate. Sponsors reserve the right to modify Show times when there are extenuating and/or unforeseen circumstances in Sponsors’ sole discretion. Producer reserves the right to modify or cancel the Promotion at any time, for any reason, in Producer’s sole discretion. Producer intends to conduct the show rain or shine, subject to these Official Rules.

8. Eligibility Requirements

a. “Contestant” shall be a legal resident of the fifty (50) United States who

i. is 18 or older;

ii. satisfies all eligibility and other requirements under these Official Rules; and

iii. has and presents on request a valid unexpired form of government-issued photo ID, such as passport, driver’s license, or other identification. Contestants who fill out the

Registration Form must be at least eighteen (18) years of age as of the date of entry and have a valid Social Security number. Proof of age and legal U.S. residency may be required.

PLEASE NOTE: You must be within driving distance of Berea, Ohio, and willing to pay for your own travel, accommodation, and general gate admission to the Cuyahoga County Fair, and be available to be present in person for the Event on Saturday, August 10, 2024 starting at 5:30pm EDT until approximately 8:00pm EDT. Travel expenses, fair gate admission, lodging, food, or other expenses will not be provided and are the sole responsibility of each Entrant.

b. The following individuals are not eligible:

1. Those who have been prohibited from entering the Venue at the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130 and/or any other properties owned or operated by the Venue.
2. Entrants/Contestants must not be (nor any member of their immediate family [e.g., spouse, domestic partner, mother, father, sister, brother, daughter, son, etc.] regardless of where they live, nor any member of the same household [whether related or not]) currently employed by or employed within the last two (2) years by, or know anyone who is now, or has been in the past two (2) years an employee, agent or representative of, any of the following entities, including each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, licensees, or assigns:
 - a. WBNX-TV Winston Broadcasting Network Inc.;
 - b. Cuyahoga County Fair;
 - c. Otter Creek Productions, LLC;
 - d. Fox First Run, LLC;
 - e. Fox Television Stations, LLC;
 - f. Fox Broadcasting Company or its affiliates, or any other television station or cable network telecasting the Program or any corporate entity of which such station or network is a parent, subsidiary or division;
 - g. Interactive Solutions Group, Inc./Sullivan Compliance Company ("SCC");
 - h. Full Speed Ahead Entertainment, Inc. (contestant casting services) ("FSAE");
 - i. Dino Bones Productions, Inc
 - j. Any known sponsor(s) of the Program; or
 - k. Persons, firms or agencies supplying prizes and/or services to the promotion.

No groups, clubs, or organizations may enter or win prizes.

In addition, by entering and/or participating Entrants/Contestants acknowledge and agree that the Sponsors have the sole discretion to render ineligible any person who Sponsors determine is sufficiently acquainted with any person or entity connected with the production, administration or judging of the Program such that such person's participation in the Program could in the sole opinion of Sponsors create the appearance of impropriety.

9. Any prize winners who are determined to not be Eligible Individuals by Producer in its sole discretion must forfeit any prize(s) that he/she would otherwise have won while participating in the Promotion and such prize(s) will not be awarded. All decisions of Producer regarding the interpretation of Official Rules, eligibility, Game play, the order in which Contestants compete, or any other aspect of the Show shall be made in Producer's sole discretion and will be final and binding on all Contestants without appeal. Prize(s) may only be awarded to Eligible Individuals.

10. Prize winners are responsible for any and all applicable expenses or taxes as may arise from participation in the Promotion and/or winning a prize.

11. Producer is not responsible for lost, stolen, late, mutilated, or illegible Registration Forms nor for electronic transmission errors or delays resulting in omission, interruption, deletion, defect, or delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, hardware, software, or telephone failures of any kind, lost or unavailable connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Venue, Producer, users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an Eligible Individual's ability to participate in the Promotion. All Registration Forms are the property of the Sponsors and will not be returned.

12. If for any reason the Promotion or Show is not capable of running as planned, or an event beyond the control of Venue or Producer corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, the Producer reserves the right at their sole discretion to cancel, terminate, modify or suspend the Promotion.

13. Any attempt by any person to deliberately damage any program or to undermine the legitimate operation of the Promotion and/or Show may be in violation of criminal and/or civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent of the law.

14. Sponsors are not liable for injuries or losses arising or resulting from participation in the Promotion and/or Show, are not liable for events or errors by its respective employees or independent contractors for negligent conduct, and are not liable for any equipment or software malfunction or the outcome of such malfunction.

15. By participating in the Promotion, Contestants agree to these Official Rules. Producer may in its sole discretion disqualify any person based on fraud, dishonesty, violation of Official Rules or other misconduct, whether or not directly related to the Promotion.

Attending the Show

16. Each person who enters the Venue's space to watch the Show must have a valid fair gate admission ticket. Eligible Individuals selected to compete as Contestants in the Show must pay for their own fair gate admission ticket in order to enter the Venue's space. The purchase of a

ticket does not constitute registration into the Contestant pool, nor does it guarantee that a ticket holder will be selected to play as a Contestant.

Registration / Sign-Up

17. Each person who wishes to enter the Promotion may do so either online or at the Venue as further described in these Official Rules. To enter the Promotion online, each person must access the WBNX-TV website at www.wbnx.com on the internet and follow all instructions to locate the Promotion/Event/Contests page and complete the official online entry form, which includes their own personal information then submit the entry form. All required fields must be completed, and entry forms must be submitted. Each person may only register once for the Promotion. Registration on wbnc.com begins 07/23/2024 at 2:00pm EDT and ends 8/4/2024 at 11:59pm EDT or when the Contestant limit has been reached. In the event that there are not enough Entrants signed up to play ahead of time on wbnc.com, then Entrants may be registered at the WBNX-TV booth from 10am-6pm EDT on 8/10/2024 at the fair on a first come, first served basis.

The registration will begin and end at the times specified by the Producer. The Producer's computer is the official time-keeping device for the Promotion. Producer will contact the Contestants by phone to notify them that they have been invited to participate and to provide additional details. WBNX-TV may also text message, email, and/or mail the Contestants selected for participation to notify or give instructions of participation by August 9, 2024.

If any notification is returned as undeliverable, if any potential contestant rejects their opportunity or prize, if any potential contestant cannot be contacted or reached after two (2) attempts to contact by phone, if the potential contestant does not call back and speak to the WBNX-TV representative within two (2) days of first contact or in the event of non-compliance with these Official Rules, such participation will be forfeited. Upon forfeiture, no compensation will be given and Sponsors shall have no further liability in connection with this Promotion.

Neither Sponsors, nor prize providers are responsible for and shall not be liable for late, lost in any part, missing, damaged, misdirected mail or prizes or unsuccessful efforts of any kind to notify winners.

Limit of one (1) entry per person. A person can only enter to participate in one game for the entire Event. You cannot play on multiple shows. If multiple entries for the same person are received on the same day, additional entries will be disqualified. Multiple Entrants are not permitted to share the same email address. Any attempt by an Entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entries and you may be disqualified from the Promotion. Entries without the complete required information will be void.

18. Those who are registered and selected to play as Contestants or back-ups must be present in the designated show area at 5:30pm EDT when his/her name is called in order to be confirmed as a Contestant in the Show.

Contestant Selection

19. Producer, in its sole discretion, will identify and cast potential Contestants on a first-come first-served basis and the Producer reserves the right to modify the selection process at its sole discretion. When registration is completed, completed registrations will be eligible for selection. The Producer is not obligated to have any Contestant participate in the promotion and Producer shall have the right at any and all times and in its sole discretion to remove or replace any Contestant in connection with the Promotion for any reason or for no reason.

20. Producer may also select alternate Contestants for the promotion. Producer reserves the right to replace any Contestant with any alternate Contestant, to select additional alternate Contestants and to otherwise determine which Contestants will be selected for the promotion. All rules and requirements contained in these Official Rules and/or otherwise applicable to Contestants shall also apply to all alternate Contestants.

21. Subject to Producer's sole discretion, the first six (6) eligible Contestants to enter via a valid Registration Form as described above, may be invited to participate in the Promotion and to have a chance to play a Game of "Person, Place or Thing" at the Cuyahoga County Fair Event (time permitting) in the order that they were registered on wbnx.com or if necessary registered at the Venue. An additional two (2) to four (4) backup Contestants may be selected in order of valid Registration Form receipt. Back-up Contestants will only be used in the event that a Contestant who is scheduled to participate in the Promotion is disqualified. All Contestants are not guaranteed that they will get to actually play or be Contestants on the stage. We will play as time permits from approximately 6:45pm-7:30pm EDT. Not all six (6) selected Contestants may be called to play a Game. Back-up Contestants may not be called to play at all. Contestants that do not get to participate in Game play will not win any prizes. They may or may not be given a complimentary gift from the Producer, but their participation in no way entitles them to any such complimentary gift.

22. Individuals invited to participate must be present in person at the Venue in order to participate. There will be no remote Contestants allowed. When the name of a Contestant is announced to come to the stage to participate, the Contestant named must immediately make it known that they are present. If, after thirty (30) seconds, the Producer is unable to readily identify the Contestant whose name was called as being present in the pavilion where the Show is being held, the Contestant will be deemed absent and a new Contestant will be selected as the Contestant. If the new Contestant is absent, the process described above will be repeated until a Contestant who is present is selected as the Contestant.

23. In the event that a Contestant is chosen to play by having his/her name called, and does not wish to play the Game, he/she may forfeit his/her participation in the Show, and the Producer shall select another Contestant in Producer's sole discretion.

24. In the event that a Contestant is unable to play due to physical injury, illness, infirmity or incapacity, said Contestant may designate a proxy Contestant player to play on his/her behalf, provided such designated proxy Contestant player also meets the eligibility criteria set forth herein (the "Proxy Player").

Conditions for the Awarding of and Winning of Prize(s):

25. Awarding of prizes is contingent on verification that the Contestant was an Eligible Individual under these Official Rules. In the event that an ineligible person participates in the Event, such person will be disqualified from winning any prize and any prizes will be forfeited and will not be played for again.

AWARDING OF PRIZES

26. In order to be confirmed as the winner of any prize, Contestants who have correctly answered any of the skill-based questions must also complete and sign a standard release form, including a publicity release (where permitted by law), confirming compliance with these Official Rules, accepting the prizes as awarded and indemnifying and releasing WBNX-TV Winston Broadcasting Network Inc., Cuyahoga County Fair, Otter Creek Productions, LLC, Fox First Run, LLC, Fox Television Stations, LLC, Dino Bones Productions, Inc, Fox Broadcasting Company or its affiliates, or any other television station or cable network telecasting the Program or any corporate entity of which such station or network is a parent, subsidiary or division, Interactive Solutions Group, Inc./Sullivan Compliance Company ("SCC"), Venue and their respective parent companies, affiliates, subsidiaries, agencies, agents, respective directors, officers, employees, representatives, sponsors, successors and assigns (Released Parties) from any liability for any loss, harm, damages, claims, costs, causes of action or injury whatsoever including, but not limited to, personal injury, accident or death, property damage, disappointment or inconvenience arising from any act, omission or negligence whatsoever relating to this promotion as a result of participation in the Event and/or the receipt, ownership, possession, use or misuse of any prize.

27. (1) Prizes are non-refundable, non-transferable and subject to availability; (2) Sponsors reserve the right without notice to substitute any prize of equal or greater value in the event of prize unavailability; (3) There are no prize substitutions by the winners, transfers or cash equivalents permitted; (4) Prize cannot be replaced if lost or stolen; (5) Costs greater than the prize value are the sole responsibility of the prize winners; (6) In no event will the Sponsors be obligated to award more than the stated number of prizes; (7) Neither Sponsors nor prize providers are responsible for prizes damaged in delivery or shipping; (8) Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and neither Sponsors nor prize providers are responsible for defective prizes, damaged prizes,

or prizes that are in non-working order; (9) Prizes not claimed within 48 hours after the Promotion is held shall be considered forfeited and will become property of Producer; and (10) Forfeited prizes may be re-awarded or disposed of at the discretion of Producer.

Show Details

28. The entire “Person, Place, or Thing” Show will run approximately forty-five (45) minutes.

29. Although the Show is based on the “Person, Place, or Thing” television program produced by Dino Bones Productions, Inc to the extent there are differences between the format of the television program and the Promotion, the Official Rules of the Promotion are as stated herein and govern the Show.

30. Each Game is played by three (3) Contestants. Each Game consists of three (3) Rounds and one (1) Bonus Round (i.e., Round 4). Contestants will play a Game that consists of a series of Rounds to win a Prize(s) and/or a Grand Prize as set forth below and subject to the terms and conditions set forth below.

31. By participating in the Game, each Contestant agrees that all decisions regarding the Game, including, but not limited to, the selection of Contestants and/or alternate Contestants, Contestant removal, substitution and/or elimination, rules and rules interpretation, fairness and form of questions/challenges/clues/words that must be drawn and identified, correctness of clues and answers, show production, Game play, penalties and disqualification determinations, and the awarding of any Prizes and/or Grand Prize, are at the sole and exclusive discretion of Producer and are final and not subject to appeal.

Game Play:

33. Each Game is played by three (3) Contestants. Each Game consists of three (3) Rounds and one (1) Bonus Round (i.e., Round 4). Each Round follows a different game format. Producer may increase or decrease the number of Rounds played in a Game at its sole discretion. Rounds 1, 2, and 3 of the Game are played by all three (3) Contestants. The one (1) “Winning Contestant” (as defined below), as determined after Round 3 by comparing the combined aggregate score of each Contestant for all Rounds (the “Overall Scores”) , will continue on to play the Bonus Round.

A. Round 1:

Round 1 is comprised of nine (9) “Question(s)”. Each Question pertains to one (1) of the three (3) “Categories” (i.e., “Person”, “Place”, or “Thing”). Three (3) possible “Multiple-Choice Answers” will be given, and then a “Statement” provided about one (1) of the three (3) Multiple-Choice Answers.

The “Host” will announce the Category (Person, Place, or Thing), then reveal three (3) Multiple-Choice Answers one at a time, then provide a single Statement to the

Contestants. Then, once the Host has finished reading the Statement, the Contestants' "Signal" by raising their handheld signaling device (Paddle) above the table, and the Contestant who Signals first gets to select one (1) of the three (3) Multiple-Choice Answers provided as their selected Answer and give their Answer immediately.

If the first Contestant to Signal selects the correct Multiple-Choice Answer, they are awarded 50 points, which will be added to their individual Overall Score. However, if the first Contestant to Signal answers incorrectly, they are automatically locked out of the remainder of the Question, and are also locked out from the next Question (aka losing a turn).

The Host then offers a "Steal" opportunity to the remaining two (2) Contestants. The Host announces that Contestants can try and Steal signaling to them to Signal again. And the first (of the remaining two (2) Contestants) to Signal, gets to pick one (1) of the remaining two (2) possible Multiple-Choice Answers as their selected Answer. If they are correct, they earn 50 points, which is added to their individual Overall Score. However, if this Contestant selects the wrong Answer, they are also locked out of the remainder of the current Question, and are also locked out of the next Question (losing a turn). And the remaining single Contestant, who was NOT able to Signal in time, DOES NOT get the opportunity to Answer as the correct Answer has been revealed. After two (2) Contestants have answered incorrectly, or time has expired before anyone Signaled in the time allotted, the Host states the correct Answer, then reminds the Contestants, who are locked out of the next Question, that they do not get to play the next Question. Then the Host reveals the next Category to the eligible Contestant.

This process repeats eight (8) more times for nine (9) Questions total.

During any Question, only the first Contestant to Signal earns the right to select an Answer. In the event NO Contestants Signal, then after approximately three (3) seconds time will have run out to Signal and the Host will reveal the correct Answer deeming that Question complete and now out of play.

If only one (1) Contestant Signals and answers incorrectly on any given question, and the two (2) remaining Contestants both opt to NOT Signal during the Steal opportunity, and time runs out, the Host will reveal the correct Answer, deeming that Question complete and now out of play, and move on. The Host will then offer the next Question to both of the Contestants who are still eligible to play.

A Question may feature an audio or visual element that aids the Contestants in identifying the correct Answer.

B. ROUND 2

Round 2 will be played as a "Clue Phase."

Round 2 is composed of three (3) "Question(s)" that each have one (1) correct "Answer". Each Question corresponds to one (1) of the three (3) "Categories" - (i.e., "Person", "Place", or "Thing"), played in that order, one Question at a time. In addition, a "Sub-Category" (e.g., "Actor", "Landmark", or "Household Object") will be offered for each Question as a "Hint" to help Contestants as they try and identify the one (1) correct Answer for each Question. Note that these Hints are separate from the Clues discussed below.

In the Clue Phase, the Host will reveal one (1) "Clue" about the Answer to all Contestants. Once the Clue has been read by the Host, all Contestants will have approximately three (3) seconds to Signal by using their handheld signaling device (Paddle) and Guess what the Answer is. If after all of the Clues to an Answer have been revealed and no Contestant Signals to Guess or Signals and Guesses incorrectly, that Answer is nullified and the Game moves on. In this Round there are a maximum of three (3) Clues per each Question to help Contestants identify the Answer.

Only one (1) Contestant may Signal with a Guess per Clue Phase. Once a Contestant Signals, they will have approximately three (3) seconds to Guess. If they correctly Guess the Answer, they will receive two hundred (200) Points added to their Overall Score. If they are incorrect or take too long to Guess or provide no Guess at all, they will receive no points and that Contestant's turn will be over until the next "Question".

Game play will continue in the Clue Phase until one (1) Contestant correctly guesses the Answer or all Clues have been revealed and no Contestant has correctly Guessed the Answer.

One (1) Person, one (1) Place and one (1) Thing will be played in Round 2. Each correctly Guessed Answer in Round 2 is worth 200 Points.

Visual and audio Questions may or may not also be played in this Round.

C. ROUND 3 – "SPEED ROUND"

Round 3 is a timed ninety (90) second "Speed Round". After explaining the rules of the Speed Round to the three (3) Contestants, ninety (90) seconds is put on the clock. When the Host says, "Your Time Starts Now", the clock will start counting down and the first "Category" ("Person", "Place" or "Thing") will be revealed as the Host reads up to four (4) "Clues", one at a time, that all pertain to the "Answer" for that Category "Question". Each correct Answer given by a Contestant earns them five hundred (500) points.

As the Host reads the Clues, the Contestants may Signal at any time; they do not have to wait for the Host to read all the Clues and may Signal mid Clue. Once a Contestant Signals, the Host

will call the Contestant's name, and that Contestant will have approximately three (3) seconds to Guess. If the first Contestant to Signal guesses the Answer correctly, the Host will respond "Yes, correct", and that Contestant will receive 500 Points added to their Overall Score.

If a Contestant Guesses the Answer incorrectly, the Host will respond "No, wrong", and that Contestant will be locked out from Guessing for the rest of that Category's Answer and cannot Signal again until the next Category Question is in play. If no Contestant Guesses the Answer correctly after the Host reads all four (4) Clues, the Answer will be revealed by the Host, and play continues on to a new Answer. When time expires, a "Time's Up" sound effect will be heard, and whichever Contestant has the highest Overall Score will be declared the winner of the Game ("Winning Contestant"), and only the Winning Contestant will move on to play Round 4, the "Bonus Round".

The two (2) Contestants not moving on to play Round 4 will receive a Contestant Prize, with each "\$" figure below constituting the Approximate Retail Value ("ARV") of the referenced prize:

"Contestant Prize" includes one PPOT mug = \$13.50 ea, one Game show magnet = \$2.87 ea, one Tote bag = \$2.81 ea, 1 Pictionary vs AI game = \$14.00 ea, 1 Antenna Direct antenna (Clearstream 2max Indoor/Outdoor HDTV Antenna) = \$100.00 ea. The total Approximate retail value of the Contestant Prize is valued at approximately \$133.18.

D. TIEBREAKER – "SUDDEN DEATH"

In the event of a tied Overall Score at the conclusion of Round 3, only the tied Contestants are eligible to play one (1) "sudden death" Round 3 styled Question with plays up to four (4) Clues to an Answer which will be read by the Host. The "sudden death" play will not be timed.

As the Host reads the first Clue, a Contestant may Signal at any time and they do not have to wait for the Host to finish reading a Clue. The first Contestant to Signal and Guess the Answer correctly will be declared the Winning Contestant and move on to Round 4. If the first Contestant to Signal Guesses an Answer incorrectly their opponent will automatically be declared the Winning Contestant and move on to Round 4.

In the event of a three-way tie amongst all three (3) Contestants, the first Contestant to Signal and Guess the Answer correctly will be declared the Winning Contestant and move on to Round 4, but an incorrect Guess will eliminate that Contestant from play, and the remaining two (2) Contestants may Signal and Guess, until one Contestant Guesses the Answer correctly, or, in

the event their opponent Guesses incorrectly, the remaining Contestant will be declared the Winning Contestant and will move on to play Round 4.

If no Contestant Guesses the Answer after the Host reads all four (4) Clues, the Answer will be revealed, and a new Question is played. This Tiebreaker process will continue until there is one (1) remaining Contestant who is declared the Winning Contestant to move on to play Round 4.

E. ROUND 4 – “BONUS ROUND”

Round 4 is a timed sixty (60) second Bonus Round that is played solely by the Winning Contestant. At the start of the Bonus Round, the Host will announce one (1) “Person and Sub-Category”, one (1) “Place and Sub-Category”, and one (1) “Thing and Sub-Category” and these three (3) Categories and Sub-Categories will appear on a board for the Winning Contestant to see and refer to.

Once the Winning Contestant selects which Category of the three (3) announced by the Host they would like to play first, the Host will tell the announcer to put sixty seconds (60) on the clock. When the Host says “Your Time Starts Now”, the clock will start counting down as the Host reads up to three (3) “Clues”, one at a time, that all pertain to the “Answer” for that Category.

The Winning Contestant may begin to Guess the Answer and the Host will respond with a “Yes, correct” or “No”.

The Winning Contestant may “Pass” on an Answer/Category and may return to it later, with time permitting. What constitutes a Pass is determined by Producer in its sole discretion. The Winning Contestant must provide any Guess prior to the sixty (60) second clock expiring to be considered a Guess for judging purposes.

For each correct Guess in Round 4, the Host will respond “Yes, correct”.

If the Winning Contestant does not Guess the Answer correctly after the Host reads all three (3) Clues, the Answer will be revealed by the Host, and play continues on to a new Answer until all three categories are played. When time expires, a “Time’s Up” sound effect will be heard.

If the Winning Contestant correctly Guesses all three (3) Answers before the Clock runs out, a “Success” sound effect will be heard, and the Contestant will be awarded the Grand Prize (defined below).

If the Winning Contestant correctly Guesses any of the three (3) Answers before the Clock runs out, a “Time’s Up” sound effect will be heard, and the Winning Contestant will be awarded the prizes below that align with the number of Answers correctly Guessed, with each “\$” figure below constituting the Approximate Retail Value (“ARV”) of the referenced prize.

Correctly identifying one (1) Answer will earn the Winning Contestant a “Level 1 Prize,” which will be a \$25 gift card.

Correctly identifying two (2) Answers will earn the Winning Contestant a “Level 2 Prize,” which will be a \$50 gift card

If the Winning Contestant can identify all three (3) Answers within the sixty (60) seconds, the Winning Contestant will win a “Grand Prize,” which will be a \$100 gift card.

Prizes **are not cumulative**: a Winning Contestant who identifies: (i) one (1) Answer wins the Level 1 Prize only; (ii) two (2) Answers wins the Level 2 Prize only; and (iii) all three (3) wins the Grand Prize only.

In the event that the Winning Contestant fails to identify any Answers correctly during Round 4, the Winning Contestant will not win a Prize but will be given a “**Contestant Prize**” which includes one PPOT mug = \$13.50 ea, one Game show magnet = \$2.87 ea, one Tote bag = \$2.81 ea, 1 Pictionary vs AI game = \$14.00 ea, 1 Antenna Direct antenna (Clearstream 2max Indoor/Outdoor HDTV Antenna) = \$100.00 ea. The total Approximate retail value of the Contestant Prize is valued at approximately \$133.18.

5. Judging

All decisions regarding the Promotion/Game/Show, including but not limited to eliminations, rules, production, Contestants, back-up or alternate Contestants, official and definitive sourcing of Game material, Clues, Questions and Answers, correctness of Contestant Guesses, Game play, penalties and disqualification determinations, and the awarding of prizes, are at the sole and exclusive discretion of Producer and are final and not subject to appeal.

All determinations and decisions regarding the correctness, completeness or incorrectness of a Contestant's Guess are in the sole discretion of Producer and shall be final, binding on all Contestants, their agents, representatives, legal successors, and assigns, and are not subject to challenge or appeal.

Contestants will not be allowed to change Guesses once they have completed a Guess to a Clue. Contestants may correct themselves before completing a Guess, but Producer will rule in its sole discretion whether that corrected Guess is acceptable. Producer will rule whether a Guess is audible and complete and timely at its sole discretion.

For Clues that require an individual name answer, last names are generally acceptable Guesses, and Producer will make the determination on a case-by-case basis in its sole discretion.

However, there will be times when a more specific answer is required. For example, U.S. Presidents such as Roosevelt and Bush are incomplete answers until the specific President is named as there are more than one possible answer for each.

If the Contestant Guesses a person's full name, in which the first and/or middle name are wrong, the Contestant's Guess will be ruled incorrect. (e.g., Alexander Grant Bell is incorrect where the correct Guess would be Alexander *Graham* Bell.)

Contestants will be ruled incorrect if they substitute "A" for "THE" in a Guess (and vice versa). For instance, Producer will not accept "The Farewell To Arms" for "A Farewell To Arms." An omitted "A" or "THE" will generally be ruled correct (e.g., "Young and Restless" is acceptable), and Producer will make the determination on a case-by-case basis in its sole discretion.

Mispronunciations of Guesses will generally be accepted if all of the letters are there.

When an Answer is a person's name, Contestants should Guess as fully as possible. Nicknames, last names, or single names may be acceptable as long as the individuals are largely recognized in the world by such names and there is no ambiguity as to the person identified in Producer's sole discretion (e.g., "Beyonce"). If any portion of a name given as an answer is incorrect or incomplete, then the entire Guess will be deemed incorrect.

In cases where, in Producer's sole discretion, a more precise Guess is needed or more information is needed to complete the Answer, the Host may, at Producer's sole discretion, say "more specific" (or a similar phrase) to the Contestant requiring the Contestant to give more information as part of their Guess.

Contestants must respond immediately or will be ruled incorrect as determined solely by Producer. Guesses by Contestants that are not specific enough may be ruled incorrect at Producer's sole discretion.

Mispronunciation of any Guess will not be accepted as correct if it is obvious that Contestant does not know the Answer in Producer's sole discretion. In all cases, Producer will attempt to take into consideration any speech impediment or regional dialect a Contestant might have. As a general rule, each case will be evaluated on an individual basis, and the decision of Producer will be final.

Guesses that are not specific enough, incomplete, appear to have been mispronounced, inaudible or otherwise not clearly correct, will be ruled incorrect in the sole judgment and discretion of Producer. In all cases, what constitutes a correct or incorrect Guess is in the sole discretion of Producer.

A Contestant cannot stop Game play to challenge a Question. If a Contestant wishes to challenge a Question, the Contestant may do so between Game Rounds, but no later than the start of the next Game Round. Producer will look into each challenge and at its sole discretion if an error has been made, Producer will take corrective action. The extent and nature of this corrective action will be at Producer's sole discretion.

During Game play, it is possible that the Host will inadvertently mispronounce or falter on the delivery of an Answer or Clue. If in the determination of Producer, at its sole discretion, the mispronunciation or falter is not egregious enough to disadvantage the Contestant(s), Game play will continue. If the mispronunciation or falter is so egregious that in the determination of the Producer, at its sole discretion, the Contestant(s) has been disadvantaged, Producer may stop Game play and make whatever correction the Producer at their sole discretion feels is appropriate.

If the Host inadvertently reveals the Answer to a Question or if an Answer is somehow otherwise revealed before the Contestant(s) have the chance to Guess, Producer may stop Game play. Producer reserves the right to replace the Question/Answer(s) regardless of whether the Answer revealed was correct. If any error is made by the Host or any computer

operator during Game play (e.g., an Answer or graphic is inadvertently revealed, etc.) or Game play is corrupted in some way, in the sole discretion of Producer, each case will be evaluated on an individual basis, however, in all cases the determination, judgment and decision of Producer will be final and binding for all purposes.

6. Overall Game Play Rules:

Contestants must play fairly and continue Game play throughout the entire Game. If a Contestant challenges a decision or any other aspect of Game play that may have affected the outcome of the Competition, Producer will review and resolve the matter at Producer's sole discretion

Unless specifically permitted by the Rules, Contestants may not sabotage or interfere in any way with the other Contestant's Game play, including but not limited to guessing when it is not their turn.

Any communication with another Contestant, the Host and/or show staff in an attempt to form a conspiracy, or collusion is strictly prohibited. Contestants must notify production personnel, Producer, representatives immediately if any Contestant attempts to initiate any such communication with them before, during, or after the Show.

Contestants may not share or make any agreement or promise to share any prize or any portion of any prize with any other Contestant, including an opposing Contestant in the same Game, except as authorized by Producer in writing.

Contestant understands that his/her success or failure in the Program may be affected by the actions and/or advice of the Host and/or other Contestants they are competing with/against, and that the amount of any winnings they may receive may also be affected by the actions or advice of Producer and its employees, the Host and/or other Contestants they are competing with/against. The Contestant is free to accept or reject any such advice, and Contestant will be solely responsible for any and all decisions that they make during the play of the Game, whether or not such decisions are consistent with any advice he or she may receive, and whether or not such decisions affect the outcome of the Game.

7. Prizes and/or Grand Prize:

Producer, in its sole discretion, reserves the right to change any Prizes and/or to add and/or to substitute other types of prizes (e.g., goods and/or services) in place of Prizes, at any time.

Contestants must remain in compliance with these Official Rules and the Contestant Release Agreement which they will be required to duly execute, and meet all requirements of the Program and Producer as described herein, to be eligible to receive their Prize(s).

All taxes, if any, on Prizes are the sole responsibility of Contestants as indicated on the separate prizing form to be completed and signed by each Contestant ("Prizing Affidavit"). Contestants should consult with their own tax advisors regarding the tax consequences of participating in the Program and/or winning the Prize(s). Except as otherwise permitted on the Prizing Affidavit, Prizes cannot be substituted, shared, assigned, transferred, or exchanged by a Contestant. If any Contestant is found to be ineligible or refuses to accept any Prize (or prize component) for any reason whatsoever, no other Contestant shall be entitled to receive or be awarded the Prize, and said forfeiture shall release Producer from all liability or obligations in connection with said Prize.

Cash prizes will be paid in the form of a pre-paid gift card (VISA, Mastercard, or American Express) issued by the Producer and awarded to the Winning Contestant at the end of the Event. The Winning Contestant will complete a prize redemption form following the Show to acknowledge receipt.

FOR the entire Promotion:

1. Procedure in the Event of Withdrawal, Removal and/or Addition of a Contestant:

A. Producer reserves the right to remove and disqualify a Contestant from the Promotion at any time and for any reason, in Producer's sole discretion. Following removal and/or withdrawal, Producer may make such changes (if any) in the rules and procedures of the Promotion and/or Game as Producer deems necessary or preferable, as determined in its sole and absolute discretion. Producer may make changes in these Official Rules at any time and from time to time without notice of any kind to any Contestant or any particular Contestant.

B. Additionally, Producer, in its sole discretion, may determine that an injury suffered by a Contestant requires that the Contestant be removed from the Program. In the event the Contestant and Producer disagree as to the severity of an injury, the determination as to whether an injury is sufficiently severe to require a Contestant to be removed from the Program will be made by Producer, in its sole discretion, whether or not in consultation with a medical professional.

C. Contestant has the right and obligation to report to the Producer any breach of safety or any actions or circumstances such Contestant believes may jeopardize the safety of any person as soon as possible.

D. In the event of a withdrawal or removal of a Contestant, Producer shall have no further liability or obligation whatsoever to such Contestant.

E. For the avoidance of doubt, in the event a Contestant withdraws or is otherwise removed and disqualified from the Promotion at any time (as determined in Producer's sole discretion), then such Contestant shall no longer be eligible for any Prize and/or Grand Prize or any portion thereof or any other prize or reward, unless otherwise determined by Producer in Producer's sole discretion

Sponsors reserve the right, in their sole discretion, to eject individuals found violating these rules from the Venue.

2. Disqualification:

Any circumstance that results in a Contestant not being able to participate in the Game is a "Disqualification" by which the Contestant is "Disqualified." In addition to the rules set forth herein, Contestants may be disqualified or eliminated from the Promotion at Producer's sole discretion for any reason (or for no reason), including, without limitation, any of the following reasons:

- A. Breaking any rule pertaining to the Program (as determined in Producer's sole and absolute discretion);
- B. Breaching any agreement with Producer in connection with the Promotion (as determined in Producer's sole and absolute discretion);
- C. Breaking any local, city, state or federal law, rule, ordinance, or other legal requirement (as determined in Producer's sole and absolute discretion);
- D. Making arrangements to financially benefit or receive other similar consideration from any other Contestant, any relative of a Contestant, any agent or affiliate of any Contestant, or any member, agent or affiliate of the Producer in exchange for deliberate premeditated actions that would affect the outcome of the Program (as determined in Producer's sole and absolute discretion);
- E. Harming, harassing, or threatening to harm other Contestants or friends, family or legal guardians of other Contestants, production staff, crew, or talent, or physical or violent behavior, criminal activities, or cheating (as determined in Producer's sole and absolute discretion);
- F. Adverse information uncovered in the Contestant's associated paperwork (as determined in the Producer's sole and absolute discretion);
- G. Illness, health-related matters, or scheduling conflicts that make it impossible or impractical for Contestant to be available for the requested Promotion day or to participate safely in the Promotion (if applicable) (as determined in Producer's sole and absolute discretion);
- H. Producer determines (in Producer's sole and absolute discretion) that such Contestant is attempting to undermine the legitimate operation of the Promotion by cheating, engaging in deception, or any other unfair playing practices; and/or
- I. Failing to disclose information or providing false information to Producer (as determined in Producer's sole and absolute discretion).

3. Implementation of Rules:

- A. The interpretation and implementation of these Official Rules shall be at the sole and absolute discretion of Producer. All decisions of Producer in connection with the Official Rules and the Promotion shall be final and binding, and not subject to challenge or appeal.
- B. Producer reserves the right in its sole discretion to change, amend or supplement the Official Rules for any reason and at any time, including without limitation, during the auditions and/or casting (if any) of the Promotion, or at any other time, with or without notice.
- C. If any Contestant has a question or concern regarding any aspect of the Promotion or the Official Rules, the Contestant should bring the matter to the attention of Producer immediately. In any event, if at any time during the Promotion, a discrepancy or a

disagreement arises, all decisions of Producer shall be final, and not subject to challenge or appeal. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and any disclosures or other statements contained in any related materials including, but not limited to, any entry form or advertising collateral, the terms and provisions of these Official Rules shall prevail.

4. Code of Conduct:

A. Contestants must be available during the period of the Promotion and must be available to participate in any and all parts of the Promotion.

B. Contestants will not bring any illegal drugs, prescription medications for which they do not have a valid prescription, alcoholic beverages, or other illicit items to the Venue. Contestants will not engage in any illegal activities on the premises. Contestants will not use, consume, or partake in any illegal drug usage or activity at any time during the Promotion period.

C. No Contestant will harass, intimidate, or threaten anyone with whom the Contestant is in contact in any manner in connection with his/her participation in or in connection with the Promotion, including, without limitation, the production staff, the other Contestants, the Producer, the Host, special correspondent(s), members of the audience (if any), or any other entities or individuals connected with the Promotion.

D. No Contestant nor any members of any Contestant's family or friends currently have nor will enter into any personal, social, business, and/or financial relationships with the Host, any special correspondents, staff, or crew of the production of the Promotion, from the date hereof and continuing through and including the date which is four (4) months from the date of the Promotion in which Contestant appears. Each Contestant will disclose to Producer in writing any personal, social, business, and/or financial relationships with the Host, any special correspondents, staff, or crew of the production of the Promotion, and, if such relationships exist, may only participate in the Promotion upon Producer's prior written approval. Each Contestant acknowledges and understands that such personal, social, business and/or financial relationships may create conflicts of interest, cause improprieties, and/or the appearance of improprieties, and may adversely affect the production of the Promotion. If any Contestant or any member of Contestant's family or friends engages in any such relationships prohibited herein, such Contestant may be disqualified from the Program and may forfeit any prize and/or grand prize such Contestant may have won or received or been entitled to in connection with the Program, as determined by Producer in its sole and absolute discretion.

E. During the Promotion, and/or during any activities related to the Promotion, there shall be no smoking or use of any other tobacco product on-camera without Producer's prior permission in each instance. Contestants may not use smoking in a manner so as to frustrate Producer's timely production of the Promotion.

F. No firearms, weapons or other dangerous or hazardous items or materials of any sort are to be possessed or brought to the location, including, without limitation, by any Contestant or any invitee at any time during production and/or during any activities related to the Promotion.

G. During the production of the Promotion, and/or during any activities related to the Promotion, no physical violence will be tolerated, including any threat of physical violence or other non-consensual contact.

H. Contestants may not negligently or willfully damage any location or any of the personal property of anyone, including, without limitation, of Producer, Venue, Host, or any of the other Contestants. A Contestant may not intentionally sabotage another Contestant's performance, including, without limitation, items that any Contestant will be using in or in connection with the Promotion or in or in connection with any activities related to the Promotion (including, without limitation, during any performance and/or any other aspect of the Promotion).

I. During the production of the Promotion, and/or during any activities related to the Promotion, Contestants must obey all local, state and federal laws and regulations, and accept full responsibility for their behavior and actions and will not be protected, defended or indemnified by Producer or any other party from any violation of law. Sponsors, in their sole discretion, may cooperate in the prosecution of any Contestant who violates local city, state and/or federal laws.

J. Contestants shall not make any mention of or "plug" any commercial product, service, venture or thing on the stage during the Promotion. Neither Contestants nor anyone acting on Contestants' behalf shall give or receive any monies, or other valuable consideration to participate in the Promotion or to have Contestant mention or display anything at the Promotion.

K. It is a federal offense punishable by fine and imprisonment for Contestant to do anything which would rig or in any way influence the outcome of the Promotion with the intent to deceive the viewing public, and it is a federal offense for Contestant to offer or to accept any information or secret assistance in connection with the Promotion. Contestant must not participate in any such act or any other deceptive or dishonest act with respect to the Promotion. "Rigging" includes, among other things, supplying a Contestant with secret and special assistance that will affect the outcome of the Promotion (or any portion thereof); inducing a Contestant not to utilize his or her knowledge or skill on the Promotion (or any portion thereof); or engaging in any conduct whatsoever for the purpose of affecting the outcome of the Promotion (or any portion thereof).

L. During the Promotion, Contestants may only wear clothing that is pre-approved in advance by Producer. Contestant may not (a) wear clothing items, including, but not limited to, shirts, pants, shorts, and hats that are inappropriate for a family audience; (b) use inappropriate language during the Promotion; or (c) engage in sexually explicit or otherwise inappropriate gestures or movements during the Promotion. Producer reserves the right to eliminate any

Contestant from the Promotion if Producer believes in its sole discretion that such Contestant is not complying with the standards and practices as set forth above or otherwise conveyed to you, or any other standards and practices that may be adopted by Producer in their sole discretion.

5. Publicity:

All publicity in connection with the Program/Promotion is under the sole control of Producer and/or Network. No Contestant may advertise or promote his/her appearance on the Program/Promotion/Event or authorize others to, or receive or generate any monetary advantage from his/her appearance on the Program. **In addition, each Contestant is prohibited from using or disclosing to any party any information or trade secrets obtained or learned as a result of his/her participation in the Program, including, without limitation, any information concerning or relating to the Program, the Contestants, the events contained in the Program or the outcome of the Program, for a period of time lasting from the date of this agreement until the initial broadcast of the Program in which the Contestant appears is complete.** Without limiting the foregoing in any way, each Contestant agrees that he or she will not prepare or assist in the preparation of any written work, any audio work, and/or any visual work that depicts, concerns or relates in any way to his/her appearance on the Program or authorize others to do so. **Each Contestant agrees to consult with Producer and/or Network regarding any and all publicity (including, but not limited to, television, radio and print interviews) in connection with his/her involvement and/or appearance on the Program and shall not consent to any publicity without the prior written approval of Producer and/or Network. Each Contestant further agrees that he or she shall not, in any public communication of any kind, including, without limitation, communications with the press or other media and communications with any social media site, criticize, ridicule or make any statement that disparages or is derogatory of the Program, Host, Producer, Network or any of their respective current or former employees or parent, subsidiary and affiliated entities.** Each Contestant recognizes that a breach by him/her of this paragraph would cause Producer and/or Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, each Contestant hereby expressly agrees that Producer and/or Network shall each be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this paragraph by any Contestant.

6. Miscellaneous:

SPONSOR INFORMATION: Winston Broadcasting Network, Inc., WBNX, 2690 State Road, Cuyahoga Falls, OH 44223; Cuyahoga County Fair, P.O. Box 135, 164 Eastland Rd., Berea, Ohio 44017. By participating in the Promotion, each Contestant grants to Producer and their respective assigns, licensees, and affiliated companies the exclusive right to use, and to grant others the right to use, such Contestant's name, likeness, biographical information, photographs, voice, personal characteristics, incidents in such Contestant's life, and other personal identification, as well as any videotape, sound recordings, or other audio or visual portrayals of such Contestant in any and all manner and media, now known or hereafter

devised, throughout the universe in perpetuity, for any and all purposes, including, without limitation, in connection with the Promotion or any other productions, including any advertising or promotion thereof without further permission or compensation.

B. Contestant understands and acknowledges that such Contestant's portrayal on the Promotion (and any advertising or promotion thereof), may include, without limitation, discussions of such Contestant's Game play and editing of such Contestant's appearance (whether for time, humorous or satirical effect, or otherwise), and that such Contestant may consider such portrayal to be embarrassing, humiliating, defamatory or derogatory. Contestant understands and acknowledges that the use of Contestant's likeness and/or performance in the Promotion could be embarrassing, disparaging, surprising, of an unfavorable nature, factual or fictional, or portrayed in a false light.

C. All decisions regarding technical difficulties, mechanical failures or human error in connection with the Promotion will be determined by the Producer in its sole discretion and shall be final and binding on all Contestants and shall not be subject to review or appeal. If a technical difficulty, mechanical failure, human error or other possible irregularity affecting a Contestant's performance or any determination process occurs, the Producer may review the situation on a case-by-case basis and take any appropriate action (which may include taking no action) to preserve the fairness and the integrity of the Promotion as determined in Producer's sole and absolute discretion. If the Producer, in its sole discretion, determines that technical difficulty, mechanical failure or human error has corrupted any portion of the Promotion, the Producer may take any remedial or reparative step(s), including, without limitation, repeating an event, and/or any other measure the Producer, in its sole discretion, deems necessary and/or appropriate (which determination may include taking no action and/or allowing the existing results to stand as is). Furthermore, if it is deemed necessary by Producer, the Game may be "backed up" and restarted either from the "top" of the Game or from the point in play at which a correction was made. In such cases, scores or positions may be adjusted to reflect the change. Contestants agree to accept the decision of Producer in all such matters as final and binding and not subject to challenge or appeal.

D. Producer reserves the right to add to, modify, amend or edit these Official Rules at any time in Producer's sole discretion without notice to the maximum extent permitted by law. The Official Rules shall be enforced at the Producer's sole discretion.

E. While we make all provisions to provide accurate information, performance features & attraction times are subject to change without notice and beyond our control.

F. In the event that Jerry O'Connell and/or Melissa Peterman cannot make it to the Event to host the Show, the Sponsors will provide another person to conduct and host the Show and the Games. There is no guarantee that any person will get to meet Jerry O'Connell and/or Melissa Peterman at the Event or Venue. Refunds will not be issued for Fair Gate Admission in the

event that the Game cannot be conducted as planned or if a person does not get to meet Jerry O'Connell and/or Melissa Peterman.

G. Neither Producer, Sponsors, Venue, prize providers, nor any parent, subsidiary, or affiliate entities are responsible if the Game cannot be played as scheduled, or if any prize cannot be awarded or redeemed due to strikes, closures, cancellations, partial closures, delays or interruptions due to acts of God, acts of war, natural disasters, weather, economic failure, force majeure, pandemic, or acts of terrorism, for events listed in the paragraph below, or for any other reason beyond their control. If the Event is canceled or rescheduled for any reason, replacement tickets will not be awarded. Sponsors are not obligated to arrange tickets to another Event or compensate any potential Contestants or Teams or any other person in any other way.

Neither Sponsors, prize providers, nor any parent, subsidiary, or affiliate entities shall be liable to any potential Contestants or Teams or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, disease, restrictive governmental laws or regulations, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, natural disasters, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsors' sole control.

H. By entering, accepting a prize, and/or participating in this Promotion, Team Leaders, Contestants, Entrants and prize winners agree to release and hold harmless the parties listed above, all sponsors, all prize providers and all of the mentioned parties' directors, executives, parent companies, affiliates, subsidiaries, officers, attorneys, employees, and agents from any and all claims arising from the execution of and involvement with the Promotion including without limitation, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy, damage, injury, loss, misfortune or other liability of any kind that may arise from or in connection with his/her acceptance of the Prize, possession or use of the Prize, or his/her participation in this Promotion, or from injury or damage to any person's computer or property related to or resulting from participating in or experiencing any materials in connection with the Promotion, or from any misuse or malfunction of any prize awarded.

I. By entering, each Entrant irrevocably, fully, and unconditionally agrees to be bound by these Official Rules and the Producer's interpretations thereof and waives any right to claim ambiguity in these Official Rules and or any other advertising or materials related to the Promotion.

J. Any failure by Producer to enforce any of the rules herein shall not constitute a waiver of such rules.

K. EACH ENTRANT AND CONTESTANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY, PRODUCER, DISTRIBUTOR, NETWORK; INTERACTIVE SOLUTIONS GROUP, INC. AND SULLIVAN COMPLIANCE COMPANY, OR ANY DIVISION OF ANY OF THEM, PRODUCTION PERSONNEL, PARTICIPATING TELEVISION STATIONS, DISTRIBUTORS, AND EACH OF THEIR RESPECTIVE PARENT, AFFILIATED, AND SUBSIDIARY COMPANIES, AFFILIATES, ADVERTISERS, AND EACH OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES OF ANY KIND ARISING FROM OR RELATING TO ANY STATEMENT OR ACTION OR OMISSION IN CONNECTION WITH HIS/HER APPLICATION FOR AND/OR PARTICIPATION IN THE PROGRAM, THE CONTESTANT SELECTION PROCESS, GAME PLAY, THE JUDGING OF THE GAME AND/OR INTERPRETATIONS OF THE RULES, DETERMINATIONS REGARDING QUESTIONS OR ANSWERS, THE AWARDED (OR NOT) OF PRIZES OR THE AMOUNT AWARDED, ELIGIBILITY AND DISQUALIFICATION DETERMINATIONS, WHICH RELATE TO OR ARISE FROM THE CONTESTANT SELECTION PROCESS, PROGRAM PRODUCTION, GAME PLAY OR SERIES BROADCASTS, AND/OR THE MAKING, TAPING, PRODUCTION, USE, EXPLOITATION, EDITING, DISTRIBUTION, EXHIBITION, LICENSING, PROMOTING, BROADCAST AND/OR WEBCAST OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES, CLAIMS, ACTIONS, LAWSUITS, DAMAGES OR EXPENSES FOR NEGLIGENCE AND/OR OTHER FAULT, EITHER ACTIVE OR PASSIVE, PERSONAL INJURY, WRONGFUL DEATH, DEFAMATION, FALSE LIGHT, RIGHT OF PUBLICITY, INVASION OF PRIVACY, EMBARRASSING PRIVATE FACTS, FRAUD, BREACH OF CONTRACT AND NEGLIGENCE OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

EACH CONTESTANT AGREES TO CONTINUE TO ABIDE BY THE RESPECTIVE RELEASE AGREEMENTS, INCLUDING, WITHOUT LIMITATION, THE CONTESTANT RELEASE AGREEMENT.

L. Privacy Statement Regarding the Use of Data Collected Through Promotion and Contest Entry Forms:

1. The Privacy Statement hereinafter set forth applies to the following parties: WBNX-TV WINSTON BROADCASTING NETWORK, INC.
2. All parties assert that any data containing personal information about Entrants that is collected through this Promotion will not be intentionally released to any party other than the Sponsors. "Personal information" means identifying information about an individual collected online, including: 1. A first and last name 2. A home or other physical address, including street name and name of a city or town 3. An email or other online contact information, including but not limited to an instant messaging user identifier, or a screen name that reveals an individual's email address 4. A telephone number 5. A social security number where applicable or necessary 6. A persistent identifier, such as a customer number held in a cookie or a

processor serial number, where such identifier is associated with individually identifiable information or a combination of a last name or photograph of the individual with other information such that the combination permits physical or online contacting; or 7. Birthdate and Age 8. Information concerning a child or the parents of a child under 13 that is collected online from the child will be destroyed and be ineligible as an entry.

M. Producer reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process and Producer further reserves the right, in its sole discretion, to cancel, modify or suspend this Promotion if for any reason the Promotion is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsors which corrupt, impair or affect the administration, security, fairness, integrity or proper conduct of this Promotion. Furthermore, Producer shall be entitled to interpret these rules in its sole discretion — including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility — and all of its decisions are final.

N. Neither Sponsors nor other partners, prize providers, parent companies, directors or employees are responsible for incorrect announcements of any kind, any errors resulting in omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Producer on account of technical problems or traffic congestion on the Internet or at the website or any combination thereof.

O. In the event of a dispute over the identity of an online Entrant, entry will be deemed submitted by the holder of the email account. All entries are the property of Producer. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsors to be used, disposed of or destroyed in its sole discretion.

P. Sponsors are not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to WBNX-TV's website. Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received by WBNX-TV due to technical problems or traffic congestion on the Internet or at the website, or any combination thereof, including injury or damage to the Entrant's or any other person's computer related to or resulting from entering this Promotion. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD

SUCH AN ATTEMPT BE MADE, THE PERPETRATOR(S) WILL BE PROSECUTED AND PRODUCER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Q. List of Winners: For a list of prize winners, mail a self-addressed stamped envelope between 8/13/2024 to 10/30/2024 to: WBNX-TV, Attn: "WBNX-TV Game Night at the Cuyahoga County Fair 2024" Winner's List Request, WBNX-TV, 2690 State Road, Cuyahoga Falls, OH 44223.

R. Producer reserves the right to correct typographical, printing, or clerical errors in any Promotion-related materials.

In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

S. ALL DECISIONS REGARDING THE PROMOTION, INCLUDING BUT NOT LIMITED TO THE OFFICIAL RULES, ELIGIBILITY, CONTESTANT SELECTION, PROMOTION PRODUCTION, GAME PLAY, AND DISQUALIFICATION DETERMINATIONS, ARE AT THE SOLE AND EXCLUSIVE DISCRETION OF PRODUCER, ARE FINAL AND ARE NOT SUBJECT TO CHALLENGE OR APPEAL.

T. VIOLATION BY A CONTESTANT OF THESE OFFICIAL RULES CAN RESULT IN FORFEITURE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ANY PRIZE AND/OR THE GRAND PRIZE, DISQUALIFICATION FROM THE PROGRAM AND/OR ANY OTHER REMEDY THAT PRODUCER DEEMS APPROPRIATE IN ITS SOLE AND ABSOLUTE DISCRETION.

I acknowledge that I have read and fully understand these Official Rules and I agree to fully comply and abide by them and, if I am selected as a Contestant for the Promotion, I agree to duly execute and return to Producer these Official Rules as indicated below, as well as the Contestant Release Agreement which is incorporated herein by reference and required by the Producer, and to also fully comply with, abide and be bound by all of the terms and conditions thereof, as well.

I understand and acknowledge that I shall not receive any monetary compensation or any other remuneration for my participation and/or appearance in connection with the Promotion.

ACCEPTED AND AGREED:

Signature: _____

Name (PRINTED): _____

Date: _____

If a Team member is a minor, by signing below, the undersigned hereby confirms that he/she is the parent or legal guardian of such minor, hereby consents to the minor's participation on the Team, entry into the Venue, and participation in the Show, and consents and agrees to all

provisions of these official rules and agrees that all provisions of these rules shall be effective as to such minor.

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Name of Minor: _____ Date: _____