

**“MILLIONAIRE LIVE”
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN IN THIS CONTEST (defined below). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF GAME PLAY, LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO AND ALL U.S. TERRITORIES AND ITS POSSESSIONS, AND AT LEAST EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN THE JURISDICTION OF THEIR RESIDENCE, WHICHEVER IS OLDER). INTERNET CONNECTION AND U.S. MOBILE CELLULAR TELEPHONE NUMBER REQUIRED AS DETAILED BELOW. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

SPONSOR: The sponsor of the Contest is Sony Pictures Television Networks Games Inc., located at 10202 W. Washington Blvd., Culver City, CA 90232 (the “**Sponsor**”).

ADMINISTRATOR: The administrator of the Contest is West Coast Marketing, a division of The Susquehanna Hat Company (“**Administrator**”).

ELIGIBILITY: The Contest is open only to legal residents of the fifty (50) United States, the District of Columbia, Puerto Rico and all U.S. territories and possessions (collectively, the “**Eligibility Area**”), who as of the date of their Game Play (defined below) in the Contest are at least eighteen (18) years of age (or the age of majority in the jurisdiction of their residence, whichever is older). Employees of Sponsor, Embassy Row, LLC, American Broadcasting Companies, Inc., Monterosa Production LTD and West Coast Marketing and each of their respective affiliate, subsidiary and parent companies (including, without limitation, The Walt Disney Company and its affiliated companies), and agencies (collectively, the “**Contest Entities**”), as well as members of such employees’ immediate families (spouses, children, siblings, parents, and “step” relatives) or households (whether or not related), are not eligible to participate in the Contest. Contest is void where prohibited or restricted by law.

CONTEST GAME PLAY PERIOD: The “MILLIONAIRE LIVE” contest (“**Contest**”) promoting the mobile game “Millionaire Live” (the “**Game**”) starts on or about 11:00:00 pm Eastern Time (“**ET**”) on April 8, 2020 and ends upon the earlier of the following occurring: (i) there is only one (1) Remaining Contestant (as defined below) who has correctly answered the Question (as defined below) most recently asked by the Host (as defined below), unless the “All Incorrect Exception” set forth below applies or (ii) at least twenty (20) Questions have been asked by the Host and there is one (1) or more Remaining Contestant after Question #20, which is anticipated to be at or about 11:59 p.m. ET on April 8, 2020 (“**Contest Period**”). Each Game submission may be referred to herein as a “**Game Play**.” Each individual submitting a Game Play may be referred to as a “**Contestant**.”

The time period from the start of the Host asking Question #1 until the winner(s) are determined for the Contest may be referred to hereafter as a “**Game Play Period**”.

The Contest is subject to these Contest Official Rules (the “**Official Rules**”), and by participating, the Contestant agrees to be bound by them.

IMPORTANT: In order to participate in the Contest, a service contract with a cellular telephone or wireless internet or airtime provider may be required. Check with your service provider for availability and coverage. A wireless access point may be required. Cellular telephone service and/or wireless internet services may require separately purchased contracts with a cellular telephone service provider or wireless internet provider with coverage in your service area. Cellular telephone company and/or wireless internet company determined fees may apply for all cellular usage. In this Contest you may be using mobile data and you may be charged in accordance with your mobile services contract. MESSAGE AND DATA RATES MAY APPLY IF

PARTICIPATING IN THE CONTEST. Contact your cellular telephone or wireless Internet provider or refer to your service contract for complete details on these and any other applicable charges.

HOW TO ENTER:

Downloading and Registering for the Contest

1. Using an iOS or Android device, download the free “Millionaire Live” app (“**App**”) from the Google Play or Apple App Store, as applicable (each, the “**Site**” and collectively the “**Sites**”).
2. On the “Registration” screen, register the device with the telephone number for that device which will include selecting a unique user name. Only phones with numbers assigned by a U.S. cellular phone service provider, currently physically located in the Eligibility Area will be able to register. Follow the directions for agreeing to Sponsor’s Terms of Use and Privacy Policy and these Official Rules, and for receiving and responding with the validation code received via text message. Virtual phone numbers or use of Voice over Internet Protocol is not allowed and will invalidate a Contestant’s participation. By registering a device, you agree to Sponsor’s Terms of Use and Privacy Policy, to these Official Rules and to be contacted by telephone or text message if you are a potential prize winner. If a Contestant registered for the Game during a previous Contest, such Contestant will not be required to register again before participating in subsequent Contests.

Participating in the Contest

1. The Contest starts on the date/time listed above with the host of the Game (“**Host**”) prompting Contestants to respond to specific questions (each, a “**Question**”). Individuals must join prior to the start of the Game Play Period to participate in the Contest and be eligible for a Prize; individuals will not be allowed to participate in the Contest once the Game Play Period has begun.
2. The Host will ask Contestants to respond to a series of multiple-choice Questions in order to advance to the next Question. Each Question has four (4) choices. There is a twelve second (:12) time limit for a Contestant to respond per Question. Contestants may respond to Questions by selecting their choice on the screen (via tapping) within the time allowed. The first choice selected will be considered the Contestant’s selection and cannot be changed even if time remains. The correct answer will be announced by the Host and displayed on the screen. If a Contestant has responded with the correct answer to a Question, such Contestant will remain in the Contest and advance to the next Question. If a Contestant responds incorrectly to a Question or fails to respond to a Question before the conclusion of the twelve second (:12) time limit or is otherwise disqualified for any reason, such Contestant will be eliminated from the Contest, but may continue to play the Game without the opportunity to win a Prize (defined below).
3. **Lifelines:** Each Contestant will have three (3) lifelines available per Contest (“**Lifelines**”), which will be available for use only from Question #1 through and including Question #15. Each Lifeline may only be used once in the Contest, and no more than one (1) Lifeline may be used for any Question. Lifelines will not be available for use beginning with Question #16. Once a Lifeline is selected during a Question, the Lifeline selection cannot be changed or undone.
 - a. 50/50 – eliminates two (2) of the four (4) possible choices, leaving the Contestant with two (2) choices, one (1) of which is the correct choice for that Question.
 - b. Double Dip – allows a Contestant to pick two (2) of the four (4) choices for that Question.
 - c. Go with the Audience – will default the Contestant’s selected response for the Question to be the same choice selected by the most individuals participating in that Question, including individuals who are participating without the opportunity to win a Prize (i.e., players who have been eliminated from the Contest, did not timely join during the Game Play Period or are otherwise playing along for fun). The selected response will only be revealed once the correct answer is announced by the Host and is displayed on the screen.

As used herein, a “**Remaining Contestant**” refers to any Contestant who has not been eliminated from the Contest pursuant to these Official Rules, and is still eligible to potentially win a Prize.

The Contest ends upon the earlier of the following occurring: (i) there is only one (1) Remaining Contestant who has correctly answered the Question most recently asked by the Host, unless the “All Incorrect Exception” set forth below applies; or (ii) at least twenty (20) Questions have been asked by the Host and there is one (1) or more Remaining Contestant after Question #20.

ALL INCORRECT EXCEPTION: If ALL Remaining Contestants respond incorrectly to the most recently asked Question, then those Remaining Contestants will not be eliminated, and instead, the Host will continue asking additional Question(s) until one or more of those Remaining Contestants answers a question correctly. Notwithstanding the foregoing, in no event will there be more than twenty-five (25) Questions presented in the Contest. If all Remaining Contestants answer the 25th Question incorrectly, then the Contest will end and all of those Remaining Contestants will be considered winners of the Contest.

In all instances, if there are multiple winners of the Contest (i.e., multiple Contestants who have not been eliminated according to these Official Rules when the Contest ends), all such winners will split the Prize in equal shares, as calculated by Sponsor.

THERE IS A LIMIT OF ONE (1) GAME PLAY PER CONTESTANT / CELLULAR TELEPHONE NUMBER IN THE CONTEST. SPONSOR’S DETERMINATION OF QUESTIONS AND CORRECT/INCORRECT RESPONSES ARE FINAL AND NOT SUBJECT TO APPEAL.

For purposes of this Contest, a Game Play is "received" online when the Sponsor’s server records the Contestant’s Game submission information. Proof of sending (such as an automated computer receipt confirming Game Play or "That’s correct" or "That’s incorrect" messages) does not constitute proof of actual receipt of a Game submission for purposes of this Contest. Illegible and/or incomplete Game submissions and Game submissions submitted by Contestants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

AS STATED ABOVE, THERE IS A LIMIT OF ONE (1) GAME PLAY ACCEPTED PER PERSON/CELLULAR TELEPHONE NUMBER IN THE CONTEST.

The Sponsor’s clock shall be the official timekeeper for this Contest

PRIZES: one (1) prize (the “**Prize**”) is available to be awarded in the Contest.

The amount of the total Prize available to be won in the Contest will be equal to the announced total winnings of the celebrity contestants who completed gameplay during the initial television broadcast of the “Who Wants to Be a Millionaire” television show (“**Show**”) on April 8, 2020 on the ABC Television Network (e.g., walked away, answered a question incorrectly and/or won the One Million Dollar [\$1,000,000] Show grand prize). For the avoidance of doubt, any amounts won during replayed episodes or episodes exhibited other than on ABC Television Network will not be included in the Prize available for the Contest unless otherwise specified by Sponsor. For example: if the Show’s celebrity contestants who completed games on the Show corresponding to the Contest (scheduled to be initially broadcast earlier on the same date) win Two Hundred Fifty Thousand Dollars (\$250,000) in combined winnings, the winner(s) of this Contest will also win or equally share in (if due to a tie, there is more than one (1) winner) Two Hundred Fifty Thousand Dollars (\$250,000) for the Contest. Only completed games initially aired on the applicable episode of the Show will count towards calculation of the Prize for the Contest. Show Contestants who start a game, but don’t complete the game and will be returning the following episode of the Show to continue their game DO NOT count toward this Contest’s Prize calculation. The Sponsor’s determination of the amount of the total Prize available to be won in the Contest shall be final.

All federal, state and local tax liabilities, if any, are the responsibility of the Prize winners. Each Contest winner’s acceptance of a Prize constitutes permission (except where prohibited by law) for Sponsor and its designees to use the winner’s name, address (city and state), likeness, voice, statements and any other personal

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characteristics for any purpose, including without limitation advertising, promotion and publicity purposes worldwide in perpetuity, in any medium or format now known or hereafter created, without additional compensation, notification, permission or limitation, and such Contest winner hereby releases Sponsor and its designees from any liability with respect to such use.

Prizes are not transferable or assignable. Prizes will be fulfilled within 6-8 weeks of verification of winners and delivered by mail or other delivery service as determined at the sole discretion of Sponsor. There is a limit of one (1) Prize per person and/or household in all Contests conducted between April 8, 2020 and June 30, 2020.

WINNER NOTIFICATION AND RESPONSIBILITIES:

Decisions of Sponsor and Administrator regarding all aspects of the Contest shall be final and binding.

The potential prize winners will be notified by telephone or text message to the cellular telephone number provided at time of registration as follows: A potential prize winner of a prize in the amount of Six Hundred Dollars (\$600) or more will be notified within ten (10) business days following the conclusion of the Game Play Period. A potential prize winner of a prize in the amount of Five Hundred Ninety Nine Dollars (\$599) or less will be notified with the delivery of his or her prize within six (6) to eight (8) weeks via PayPal or other mobile payment processing platform selected at the sole discretion of the Sponsor.

It is the Contestant's responsibility to timely set account settings to accept text messages, telephone calls and mobile payments by Sponsor and its representatives and to timely check your wireless device for such messages or payments. Sponsor is not responsible for any failure of delivery of notice attempting to use such method.

Potential prize winners of a prize in the amount of Six Hundred Dollars (\$600) or more will be required to respond to the above detailed notification within seventy-two (72) hours, providing first and last name, complete mailing address within the Eligibility Area, daytime telephone number, email address, date of birth, and verifying eligibility in the Contest.

Potential prize winners of an amount of Six Hundred Dollars (\$600) or more will also each be required to execute and return a notarized Affidavit of Eligibility/Release of Liability and where legal, a Publicity Release form and a completed IRS #W-9 form within three (3) calendar days of date of issuance of said paperwork. Each potential prize winner agrees to execute any further documentation requested by Sponsor and return it within the same time period.

Failure to respond to any notification, or if notification or prize is returned as undeliverable for any reason, or if a prize winner is not in complete compliance with these Official Rules, Sponsor may decide, in its discretion to not award the applicable prize. An unclaimed prize will not be awarded.

GENERAL CONDITIONS:

The Contest Entities, Apple Inc., Google, Inc. any and all Internet server(s) and access provider(s) and email services, and each of their respective affiliates, subsidiaries, parent corporations, retailers and advertising and promotional agencies, and all of their officers, directors, trustees, managers, members, partners, shareholders, employees and agents, (collectively, "**Releasees**"), are not responsible for: inability to download the App, participate as a Contestant in any Contest and/or play the Game; inability to upload information via the App, any incorrect or inaccurate Game Play information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers or software, including without limitation, any injury or damage to participant's or any other person's computer or mobile device relating to or resulting from participation or attempted participation in the Contest; inability to access the Site or any pages thereof; theft, tampering, destruction or unauthorized access to, or alteration of, Game Plays; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any application (including the App) or website (including the Site) or for any other reason whatsoever; typographical, printing or other errors; late, lost, stolen, mutilated, misdirected or postage-due mail, or any combination thereof.

Proof of playing the Game is not considered proof of delivery or receipt of data. Illegible or incomplete Game Plays, Game Plays in excess of the stated number above and mechanically reproduced Game Plays will be disqualified. All Game Plays become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Game Plays or acts shall render Contestants ineligible. By participating in the Contest, Contestants affirm that they have read and accepted these Official Rules.

The Contest involves a video production. Sponsor reserves the right in its sole discretion to cancel the video production which may result in the Contest not occurring. Sponsor will do its best to inform potential Contestants of any such cancellations on the Apps.

PRIVACY POLICY: You understand that any personally identifiable information you provide shall be used only in a manner consistent with these Official Rules, and with Sponsor's Online Privacy Policy which can be found at <http://www.sonypictures.com/corp/privacy.html>. Sponsor may collect information that you provide to participate in the Contest and will use personal information you provide to participate in the Contest to actually conduct the Contest. It may further use the personal information, including but not exclusively, name and cellular number, to send you information about Sponsor. Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Sponsor. Sponsor may also provide the personal information you provide to enter this Contest to third party fulfillment companies so that such companies may process and deliver prizes to winners.

LIMITATIONS OF LIABILITY: The Releasees are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Game Plays, whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications, or other types of malfunctions or interferences, and/or for Game Plays not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of such Game Plays, the announcement of a Prize or in any Contest-related materials.

Releasees shall not be liable to a winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, 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 Releasees' sole control.

By receipt of a Prize, any and all winners agree to release and hold harmless Releasees from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of such Prize.

DISPUTES: Except where prohibited, Contestant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any) not to exceed Fifty Dollars (\$50), including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and Questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or

any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

By entering into the Contest, you agree that any controversy or claim arising out of or relating to this Contest (including without limitation its prize) or relating to these Official Rules, their enforcement, arbitrability or interpretation, shall be submitted to JAMS ("JAMS") for final and binding arbitration under its comprehensive arbitration rules and procedures if the matter in dispute is over Two Hundred Fifty Thousand U.S. Dollars (\$250,000 USD) or under its streamlined arbitration rules and procedures if the matter in dispute is Two Hundred Fifty Thousand U.S. Dollars (\$250,000) USD or less, to be held in Los Angeles, California, before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by selecting an arbitrator from a list of arbitrators supplied by JAMS. If the parties still cannot agree on an arbitrator, the arbitrator shall be appointed by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Notwithstanding the foregoing, the arbitrator may require that such fees be borne in such other manner as the arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

GENERAL: Sponsor may prohibit a Contestant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Contestant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other Contestants or Sponsor's representatives. If for any reason this Contest, and/or any part thereof, is not capable of running as planned, or if this Contest, the App, the Site(s) or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of Game Plays in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Contestants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. In the event the Contest is cancelled after having commenced, the Sponsor will award applicable prize won prior to such cancellation in a manner as detailed above. If such cancellation, termination, modification or suspension occurs, notification will be posted at <https://sites.sonypictures.com/millionairelive>.

ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY APPLICATION (INCLUDING THE APP) OR WEBSITE (INCLUDING THE SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Any attempt by any participant to enter by using multiple/different Game accounts, cellular telephone numbers, email addresses, identities, registrations and logins, or any other methods will void that participant's Game Plays and that participant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Game Plays, which will be disqualified. In the event of a dispute regarding who submitted a Game Play, the Game Play will be deemed submitted by the authorized account holder (defined below) of the cellular telephone number connected with the Game account from which the Game Play was submitted. "**Authorized Account Holder**" is defined as the natural person who is assigned to cellular telephone number by the cellular company or other organization (e.g., business, educational institution, etc.) that is responsible for assigning cellular telephone numbers for the domain associated with the registered cellular telephone number. A potential winner may be requested to provide Sponsor with proof that the potential winner is the Authorized Account Holder of the cellular telephone number associated with the winning Game Play and that all eligibility requirements are met.

NOTE: Game Play must be made by the Contestant only, and only via the App. Game Plays made by any other individual or any entity, and/or originating at any other app, Internet web site, wireless device or email address, including but not limited to commercial contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. The use of any device, computer program or software to automate the Game Play process is prohibited.

No Injunctive Relief: EACH CONTESTANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SHOW, THE CONTEST OR THE GAME, OR ANY OTHER RELEASE, GAME, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

WINNERS LIST/OFFICIAL RULES: For an Official Winners List (available after 5/1/20) or a copy of these Official Rules (available until 6/15/20), send a self-addressed, stamped envelope to "MILLIONAIRE LIVE" WINNERS LIST - OR - OFFICIAL RULES (please specify which you are requesting), P.O. Box 9142, Calabasas, CA 91372. Official Rules are also available during the Game Entry Period at <https://sites.sonypictures.com/millionairelive>

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NO PURCHASE OR PAYMENT NECESSARY. Open only to legal residents of the 50 United States, the District of Columbia, Puerto Rico and all U.S. territories and possessions 18 years of age or older (or the majority in the jurisdiction of their residence, whichever is older). Cellular wireless number required. **Virtual phone numbers or use of VoIP is prohibited.** Contest starts approx. 11pm ET on 4/8/20. See Official Rules at <https://sites.sonypictures.com/millionairelive> for complete details. Void where prohibited. Sponsor: Sony Pictures Television Networks Games Inc. This Promotion is in no way sponsored or endorsed by Apple Inc. or Google, Inc.