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

"WBNX-TV Pictionary Game Night at the Cuyahoga County Fair 2022"

OFFICIAL RULES

No fee, payment, or purchase necessary, except general gate admission to the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 13, 2022.

WBNX-TV presents, "Pictionary Game Night", hosted by Jerry O'Connell at the Cuyahoga County Fair, Saturday, August 13th from 6-7pm! Register and sign-up your Team of 3 people for a chance to play a Game of "Pictionary" on stage with Jerry O'Connell.

- A. The Contestant Selection: The first ten (10) entrants (Team Leaders) to sign up a Team of three Contestant players on wbnx.com 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 13, 2022 from 6-7pm (time permitting).
- B. Game of skill: "Pictionary" Game on-site at the Cuyahoga County Fair in Berea, 19201 East Bagley Road, Middleburg Heights, OH 44130, Saturday, August 13, 2022, 6-7pm on the Olde Barn Pavilion Stage (time permitting).
- 1. Definitions, Overall Rules and Eligibility

Definitions:

a. "Venue" shall mean the specific location where the individual attends the Show (The Cuyahoga County Fair) and/or registers for the Promotion at the Event. b. "Producer" shall mean Winston Broadcasting Network, Inc WBNX-TV55 and its employees or representatives. c. "Show" shall mean this "Pictionary" stage Game show, based on the television program. d. The "Promotion" and/or "Event" shall include all on-stage Game play associated with the Show, as well as any aspect of the Show and its production from start to finish such as registration, Contestant selection, and awarding of prizes e. 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 two (2) Rounds and one (1) Bonus Round. e. "Contestant(s)" shall mean Eligible Individuals selected to participate as Contestants in the Game play f. Each "Team" (individually "Team," collectively "Teams") is comprised of two (2) Contestants and one (1) "Team Leader" Contestant. g. "Team Leader" is a Contestant as well, and an Eligible Individual who meets all criteria as set out in these Official Rules, who is at least 18 years old, completes the Registration / Sign-up Form for their team, and takes responsibility for the Grand Prize and minor children on the team h. An "Eligible Individual" is a person who meets all criteria as set out in these Official Rules i. "Registration Form" or "Sign-Up Form" shall mean the Registration

Form either on wbnx.com or on paper at the Event that each Team Leader who wishes to enter the Promotion with their Team must complete, which includes the Team Leader's full name, address, date of birth and each Team Member's full name as well.

- 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. Although the Show is based on the "Pictionary" television program, 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.
- 3. The Show, including audience warm-up, will run approximately sixty (60) minutes. An attempt will be made to play a minimum of one Game play and a maximum of five 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-7pm. A maximum of 10 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 rules and regulations and 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 (The Cuyahoga County Fair) 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. Venue and Producer reserve the right to modify Show times when there are extenuating and/or unforeseen circumstances. Producer reserves the right to modify or cancel the Promotion at any time, for any reason. 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. is not deemed ineligible under these Official Rules; iii. has and presents on request a valid form of government-issued photo ID, such as passport, driver's license, or other identification. Team Leaders that fill out the entry form on wbnx.com 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. Minor children between ages 8-17 are allowed to be entered to participate 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 the entry form online 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 13, 2022 starting at 5:30pm until approximately 7pm. Travel expenses, fair gate admission, lodging, food, or other expenses will not be provided.

- 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/Participants/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 Companyor 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. Enteractive Solutions Group, Inc./Sullivan Compliance Company ("SCC");
 - h. Any known sponsor(s) of the Program; or
 - i. 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, Entrants/Participants/Contestants acknowledge and agree that the Sponsor has the sole discretion to render ineligible any person who Sponsor determines 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 Sponsor create the appearance of impropriety.

9. Any prize winners who are determined to not be Eligible Individuals by Producer 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 Sponsor 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, Venue and Producer reserve the right to seek damages from any such person to the fullest extent of the law.
- 14. Venue and Producer 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 and Team Leaders agree to these Official Rules. Producer may 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 must access the WBNX-TV website at www.wbnx.com on the internet and follow all instructions to locate the Promotion/Event page and complete the official online entry form, which includes their own personal information as well as the name of two other Team Members 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 wbnx.com begins 07/26/2022 at 8:00am EST and ends 8/7/22 at 11:59pm 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 wbnx.com, then Teams may be registered at the WBNX-TV booth from 10am-4pm on 8/13/22 at the fair on a first come, first served basis.

The registration will begin and end at the times specified by the Sponsor. The Sponsor's computer is the official time-keeping device for the Promotion. WBNX-TV will contact the Team Leader winners by phone to notify them that they have been invited to participate and to give details. WBNX-TV may also text message, email, and/or mail the Team Leaders selected for participation to notify or give instructions of participation by August 8, 2022.

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

Neither Sponsor, 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. You cannot play on multiple Teams. If multiple entries are received on the same day, additional entries will be disqualified. Multiple participants 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. 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 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 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, 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. The first ten (10) eligible Teams of three people to enter at wbnx.com online as stated above, will 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 -four backup teams may be selected in order of receipt. Back-up teams will only be used in the event that a Team who signed up ahead of time cannot make it to the Event, or if a Team does not present to the show area of the Event by 5:30pm. We will use the back-up teams when the Teams that signed up ahead of time have already played the Game. 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-7pm and get as many Teams as we can to play a Game. Not all ten (10) 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.
- 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 Producer shall randomly select another Contestant.
- 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 prizing is contingent on verification that Contestant was an Eligible Individual by verifying age, residency, and that the Contestant was not deemed "ineligible" by virtue of any terms as set out in Official Rules above. In the event that an ineligible person participates in the Event and is potentially eligible for prizing, this person will be disqualified from winning the prize and the prize 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 skillbased 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 Sponsors, 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) Sponsor reserves the right without notice to substitute any prize of equal or lesser 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 Sponsor 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 Sponsor(s) nor prize providers are responsible for defective prizes, damaged, or are prizes that are in non-working order

Show Details

- 28. The Entire Show will run approximately sixty (60) 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 (individually, "Contestant," collectively "Team") to play a Game (the "Game") that consists of a series of rounds (individually "Round," collectively "Rounds") to win a prize(s) ("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. We will attempt to play a minimum of one "Game" and a maximum of five "Games" consisting of 2 Teams each Game playing the stated rounds in the time allotted on the stage from approximately 6pm-7pm.

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 who yells out first and correctly identifies the image wins the chance to go first in Round 2. If neither Team correctly identifies the image, a coin will be flipped to determine which Team goes first. In the occasion of a tie, 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 Team mates 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 drawer 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 losing Team will get 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 tiebreak option.

Host Draw: The Host will draw a word/phrase given to 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, and they will 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 with the 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 they will select a 3rd and final card to draw.

Passing is allowed in this round. Drawers can only pass on one or 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.

If the Team is able to identify all three (3) words within the total of forty-five (45) seconds, the Team Leader wins the Grand Prize of \$100 on behalf of the Team. If the Team is only able to identify one (1) or two (2) words within the forty-five (45) seconds, the Team Leader only wins \$25. If the Team doesn't identify any of the words correctly, they do not win any cash prizes, but they still have won their Contestant Prize 1.

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:

- A) If the winning Team successfully guesses all 3 words within 45 seconds 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 one (1) or two (2) words within 45 seconds in the Bonus Round, The Team Leader will receive a "Consolation Prize" which will be a \$25 gift card. One gift card will be awarded to the Team Leader only.
- C) 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 1" (One gift bag containing WBNX blanket = \$13, WBNX stress ball \$5, WBNX pen \$1, Pictionary game \$20, Pictionary/ WBNX art set \$3, Valued at approximately = \$42.00)
- D) Each member of The Losing Team (the Team trailing in points at the Conclusion of Round 2) will be given a Contestant Prize 2 ("Contestant Prize 2") which will differ from the one given to the Winning Team. Contestant Prize 2 (One gift bag containing a WBNX stress ball - \$5, WBNX pen - \$1, Pictionary game - \$20, Pictionary/ WBNX art set - \$3, Valued at approximately = \$29.00)

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 Event. All winning Contestants will complete a prize redemption form following the Show to acknowledge receipt.

The total number of Grand Prizes is a maximum of five (5) \$100.00 Gift Cards for a total of \$500.00 for the entire Promotion. The total number of Consolation Prizes is a maximum of five (5) \$25.00 Gift Cards for a total of \$125.00 for the entire Promotion. The total number of Contestant Prizes 1 is a maximum of fifteen (15) valued at \$42 each. The total number of Contestant Prizes 2 is fifteen (15) valued at \$29 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 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 forfeit such Contestant's Prize and/or Grand Prize or such other prize or award (as applicable).

37. 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

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

38. Disqualification:

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 (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 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).

39. 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.

40. 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 on 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 initial airing of the last episode of the Program cycle 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. Producer and/or Venue,

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 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.

41. Miscellaneous:

SPONSOR INFORMATION: WBNX, 2690 State Road, Cuyahoga Falls, OH 44223; Cuyahoga County Fair, P.O. Box 135, 164 Eastland Rd. Berea, Ohio 44017.

A. 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 affect, 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. 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 cannot make it to the Event to host the Show, the Sponsor 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 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.
- G. Neither Producers, Sponsors, Venue, prize providers, nor any entities listed in section 2 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. WBNX and Sponsor 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 Producers, Sponsors, Venue, prize providers, nor any entities listed in section 2 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 Sponsor's 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.

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

A. The Privacy Statement hereinafter set forth applies to the following parties: WBNX-TV WINSTON BROADCASTING NETWORK, INC.

B. 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.

Miscellaneous: Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and Sponsor 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 Sponsor which corrupt, impair or affect the administration, security, fairness, integrity or proper conduct of this Promotion.

Neither Sponsor nor other partners, prize provider, 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 WBNX on account of technical problems or traffic congestion on the Internet or at the website or any combination thereof.

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 WBNX-TV. 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 Sponsor to be used, disposed of or destroyed in its sole discretion.

Sponsor is 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. Neither WBNX-TV nor Sponsor is 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 WBNX RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

43. List of Winners: For a list of prize winners, mail a self-addressed stamped envelope between 8/13/2022 to 10/30/2022: WBNX-TV, Attn: "WBNX-TV *Pictionary* Game Night at the Cuyahoga County Fair 2022" Winner's List Request, WBNX-TV, 2690 State Road, Cuyahoga Falls, OH 44223.

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 AND THE NETWORK, ARE FINAL AND ARE NOT SUBJECT TO CHALLENGE OR APPEAL.

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 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):_		
Data		

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: