

The Steve Harvey Morning Show
Are You Smarter than Nephew Tommy? Game
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **PROMOTION ENTRY PERIOD:** Are You Smarter than Nephew Tommy? Game (the “Sweepstakes”) begins at 6:00:01 a.m. Eastern Time (“ET”) on July 4, 2018 and ends at 11:59:59 p.m. ET on August 7, 2018 (the “Promotion Entry Period”). All entries must be received during the Promotion Entry Period. The Sponsor’s (as defined below) computer is the official time keeping device for this Sweepstakes. During the Promotion Entry Period, there will be twenty-four (24) daily drawings as set forth in Section 5 below (each, a “Daily Drawing Period”).
2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older as of the date of entry. If a participant has not reached the age of majority in his/her primary state of residence as of the date of entry into the Sweepstakes (which is eighteen (18) years old in most states but is nineteen (19) years old in Alabama and Nebraska and twenty-one (21) years old in Mississippi) (a “Minor”), then the participant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental consent occurs when the parent or legal guardian of a Minor grants permission for the Minor to participate and agrees on behalf of himself/herself and the Minor to these Official Rules. If you are not a legal resident of the United States or you are not the required age as of the date of entry, you are not eligible to participate in this Sweepstakes or to win a prize. It is strictly prohibited for anyone who does not meet the age requirement as of the date of entry to be allowed to participate in the Sweepstakes and in no situation shall anyone under the age of thirteen (13) be permitted to enter any sweepstakes at any time, under any circumstances. Subject to all applicable federal, state, and local laws and regulations. Void outside of the United States and where prohibited or restricted by law. Individuals who have won a prize from the Radio Show (as defined below) within one hundred eighty (180) days prior to the start date of this Sweepstakes are not eligible to enter or win.

Employees of Premiere Networks, Inc. (the “Sponsor”) (a subsidiary owned and operated by iHeartMedia + Entertainment, Inc.), The Steve Harvey Morning Show (the “Radio Show”), Million Dollar Media LLC, any affiliated promotional partners, each radio station contracted to broadcast the Radio Show, and each of the foregoing’s respective parents, subsidiaries, affiliates, officers, directors, any third party prize provider(s) and/or prize fulfillment service, and each of their employees, talent, artists, volunteers, shareholders, contractors, agents, and advertising agencies (collectively, the “Sweepstakes Entities”), as well as members of the immediate family of any such persons, are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. **HOW TO ENTER:** During the Promotion Entry Period, submit your entry by visiting <http://www.SteveHarveyFM.com> and follow the Sweepstakes link to complete all required information in the online entry form.
4. **HOW TO PLAY:** During the Drawing Period (as defined below), one (1) participant (the “Contestant”) will be contacted by the Radio Show and invited to play the on-air game “Are You Smarter than Nephew Tommy?” (the “Daily Game”). With Nephew Tommy out of the studio, the Contestant will be given sixty seconds (:60) to correctly answer as many trivia questions provided by the Radio Show as he/she can in the time limit. Once completed, Nephew Tommy will return to the studio and he will be given sixty seconds (:60) to correctly answer the same trivia questions as the Contestant in the time limit. Whoever has the most correct answers will be deemed the daily winner (each, a “Daily Winner”). If there is a tie between the Contestant and Nephew Tommy at the end of the Daily Game, the Radio Show will provide one (1) tie-breaker trivia question (a “Tie-Breaker”) to both the Contestant and Nephew Tommy at the same time. The first person to correctly answer the trivia question will be the Daily Winner. If both the Contestant and Nephew Tommy answer the Tie-Breaker correctly at exactly the same time, the Daily Game will continue with additional Tie-Breakers until a Daily Winner is confirmed.
 - If the Contestant is the Daily Winner, the Contestant will receive a Winner Prize (as defined below) and;
 - The Contestant will be given the chance to win one million dollars (\$1,000,000.00) (the “Grand Prize”) if he/she can correctly guess the winning four (4) digit number (i.e. 1234) in its exact order, **as described by Appendix A attached at the end of this document. A Grand Prize may or may not be awarded in this Sweepstakes; see Appendix A for details.**
 - If Nephew Tommy is the Daily Winner, the Contestant will receive a Contestant Prize (as defined below).

Entries are subject to any applicable restrictions or requirements listed herein. The Sweepstakes Entities are not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible,

damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple participants are not allowed to use the same email address. Any attempt by a participant to acquire more than the sated number of entries by using numerous email addresses, registrations, identities, or any other methods will void that participant's entries and that participant may be disqualified. The use of automated software or computer programs to register or enter the Sweepstakes is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Incomplete and/or multiple entries will be disqualified. Should multiple users of the same email account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the participant, the authorized account holder of said email account or mobile phone account at the time of entry will be considered the participant. "Authorized account holder" is defined as the natural person who is assigned an email address or mobile phone number by an Internet access provider, online service provider, mobile service provider or other organization which is responsible for assigning email addresses, mobile phone numbers or the domain associated with the submitted email address. Valid entries must contain all information requested. Sweepstakes winner(s) will be selected from online entries only. Where applicable, one (1) prize per person/household. The Sponsor will not verify receipt of entries. By entering, participants acknowledge compliance with the Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the participant.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Official Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Sweepstakes that participation may be required to be considered eligible.

5. **CONTESTANT DRAWINGS / WINNER NOTIFICATION:** At or around 3:00 p.m. ET each weekday beginning on July 6, 2018 and ending on August 8, 2018 (the "Drawing Period"), one (1) potential Contestant will be selected in a random drawing conducted by the Sponsor from among all eligible entries received by 11:59:59 p.m. ET on the deadline date of the applicable Daily Drawing Period set forth below. Non-winning entries will carry over to the next Daily Drawing Period. Odds of winning depend upon the number of eligible entries received per Daily Drawing Period.

<u>Daily Drawing Period</u>	<u>Start Date 6:00:01 a.m. ET</u>	<u>End Date 11:59:59 p.m. ET</u>	<u>Approximate Daily Drawing Date</u>	<u>Approximate Daily Game Play Date</u>	<u>Approximate Daily Game Air Date</u>
1	July 4, 2018	July 5, 2018	July 6, 2018	July 9, 2018	July 10, 2018
2	July 4, 2018	July 8, 2018	July 9, 2018	July 10, 2018	July 11, 2018
3	July 4, 2018	July 9, 2018	July 10, 2018	July 11, 2018	July 12, 2018
4	July 4, 2018	July 10, 2018	July 11, 2018	July 12, 2018	July 13, 2018
5	July 4, 2018	July 10, 2018	July 11, 2018	July 12, 2018	July 16, 2018
6	July 4, 2018	July 12, 2018	July 13, 2018	July 16, 2018	July 17, 2018
7	July 4, 2018	July 15, 2018	July 16, 2018	July 17, 2018	July 18, 2018
8	July 4, 2018	July 16, 2018	July 17, 2018	July 18, 2018	July 19, 2018
9	July 4, 2018	July 17, 2018	July 18, 2018	July 19, 2018	July 20, 2018
10	July 4, 2018	July 17, 2018	July 18, 2018	July 19, 2018	July 23, 2018
11	July 4, 2018	July 19, 2018	July 20, 2018	July 23, 2018	July 24, 2018
12	July 4, 2018	July 22, 2018	July 23, 2018	July 24, 2018	July 25, 2018
13	July 4, 2018	July 23, 2018	July 24, 2018	July 25, 2018	July 26, 2018
14	July 4, 2018	July 24, 2018	July 25, 2018	July 26, 2018	July 27, 2018
15	July 4, 2018	July 24, 2018	July 25, 2018	July 26, 2018	July 30, 2018
16	July 4, 2018	July 26, 2018	July 27, 2018	July 30, 2018	July 31, 2018
17	July 4, 2018	July 29, 2018	July 30, 2018	July 31, 2018	August 1, 2018
18	July 4, 2018	July 30, 2018	July 31, 2018	August 1, 2018	August 2, 2018
19	July 4, 2018	July 31, 2018	August 1, 2018	August 2, 2018	August 3, 2018
20	July 4, 2018	July 31, 2018	August 1, 2018	August 2, 2018	August 6, 2018
21	July 4, 2018	August 2, 2018	August 3, 2018	August 6, 2018	August 7, 2018
22	July 4, 2018	August 5, 2018	August 6, 2018	August 7, 2018	August 8, 2018
23	July 4, 2018	August 6, 2018	August 7, 2018	August 8, 2018	August 9, 2018
24	July 4, 2018	August 7, 2018	August 8, 2018	August 9, 2018	August 10, 2018

Potential Contestant(s) and winner(s) are subject to verification, including verification of eligibility. If a participant is unable to verify his/her information, the participant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate Contestant and/or winner in accordance with these Official Rules in the event that that any Contestant and/or winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

The potential Contestant will be notified by phone at the phone number provided during registration. **THE SPONSOR WILL**

CALL THE POTENTIAL CONTESTANT THREE (3) TIMES WITHIN ONE (1) HOUR. THE POTENTIAL CONTESTANT MUST ANSWER ONE (1) OF THE CALLS. IF THE POTENTIAL CONTESTANT DOES NOT PICK UP ONE (1) OF THE CALLS WITHIN THAT HOUR, THE POTENTIAL CONTESTANT WILL BE DISQUALIFIED AND SPONSOR WILL RANDOMLY SELECT THE NEXT POTENTIAL CONTESTANT, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE SAME DAY. The Sponsor is not obligated to and may not leave a voicemail or other message when contacting the potential Contestant. If a potential Contestant and/or winner cannot be contacted from the information provided during registration, is disqualified, or deemed ineligible, the Sponsor reserves the right to select another Contestant and/or winner at its sole discretion and if time permits. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an email or any other form of communication Sweepstakes Entities may use to contact the Contestants, finalists (if any), and/or a potential winner. The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants.

The potential winner(s) may collectively be referred to herein as “Winner” or “Winner(s)”.

6. **GRAND PRIZE CONTEST:** See additional requirements for Grand Prize award in Appendix A attached at the end of this document.

7. **PRIZE(S):**

TWENTY-FOUR (24) DAILY PRIZES THAT INCLUDE BOTH WINNER AND CONTESTANT PRIZES:

- **WINNER PRIZE:** One (1) one hundred dollar (\$100.00) cash gift card (the “Promotional Card”) (Approximate Retail Value (“ARV”): \$100.00);
- **CONTESTANT PRIZE:** One (1) twenty-five dollar (\$25.00) cash gift card (the “Promotional Card”) (ARV: \$25.00).

ONE (1) GRAND PRIZE:

- A chance to win one million dollars (\$1,000,000.00). See Appendix A for details. If a Grand Prize is awarded, the value is a one million dollar (\$1,000,000.00) forty (40) year annuity **as described in Appendix A of these Official Rules.**

The total ARV of all prizes is a maximum of \$1,002,400.00. Prize(s) provided by Sponsor. Winner(s) must complete and return an Affidavit (as defined below) before any prize will be awarded. The Promotional Card shall collectively include any pre-funded bank card, gift card, electronic gift card, stored-value card or certificate, store card, merchant card, voucher for services or goods, gift certificate or similar instrument, and other redeemable instruments with value credit or the like that may be awarded. Any Promotional Card is subject to terms, conditions and restrictions as set by issuer. Any Promotional Card is subject to the terms of use, applicable conditions and restrictions, including any expiration dates, publicized by issuer of card. A Promotional Card is not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the Promotional Card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the Promotional Card. The Promotional Card cannot be redeemed for the purchase of other Promotional Cards. Except as required by law, the Promotional Card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any Promotional Card is lost, stolen, destroyed or used without permission. If the Promotional Card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

All prize(s) or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. The Sponsor reserves the right to substitute any portion of these prizes for a prize of equal or greater value. Prizing may be fulfilled by a third party fulfillment company. The Sponsor and Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. The prize(s) are awarded if properly claimed according to the Official Rules and if there are sufficient eligible entries. The Sponsor does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prize(s), regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Winner(s). No transfer, assignment, change of the prize, or cash substitution is permitted except at the sole discretion of the Sponsor. If a Winner cannot be contacted or is disqualified, the Sponsor reserves the right to determine an alternate Winner, in its sole discretion. The Sponsor will host a maximum of three (3) alternate Winner selections after which an applicable prize will remain un-awarded. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of the winner(s). **ALL PRIZE(S) ARE AWARDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.** No more than the advertised number of prize(s) will be awarded.

8. **RELEASE FORM:** As a condition of participating in the Sweepstakes, participants agree and acknowledge that in order to

receive a prize and be deemed a Winner, participants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. The Winner(s) and, if a Winner is a Minor, the Winner's parent or guardian, will be required to complete and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within seven (7) calendar days after the first (1st) delivery attempt to Winner's email address in order for the Winner to be qualified for the prize. A Winner's failure to return all required forms within this time period may result in the Winner being disqualified and an alternate participant may be selected from all remaining eligible entries, as determined by the Sponsor in its sole discretion. Where applicable, any guest(s) of a Winner (or his/her parent or legal guardian if a guest is a Minor) must complete a Liability Release (including, where permitted, a Publicity Release) prior to issuance of travel documents. The Winner will be subject to a verification process, to include Winner's name, address, home phone number, work/cell phone number, and social security number or taxpayer identification number. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify Winner(s) or for any late or misdirected Affidavits or if the Winner is a Minor, for late, misdirected, or unsuccessful efforts of Winner to provide signed parental or guardian consent. If the Winner does not claim the prize within the appropriate time given upon notification or unless otherwise stated herein, the participant will automatically be disqualified and their prize will be forfeited and no alternative prize will be substituted.

9. **TAMPERING AND DELIVERY DISCLAIMER:** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is, or is attempting to: (i) tamper with the Sponsor's and/or Radio Show's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; (iii) intending to annoy, abuse, threaten or harass any other participants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's and/or Radio Show's website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S AND/OR RADIO SHOW'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT (OR, WHERE APPLICABLE, IF THE PARTICIPANT IS A MINOR, THE PARENT OR LEGAL GUARDIAN THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR, SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY PARTICIPANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software, or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited and will cause disqualification. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

The Sponsor, its employees and agents, the Sweepstakes Entities, prize provider(s), any applicable third party fulfillment service, and each of their respective employees and agents (collectively, the "Released Parties") are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online participant's ability to participate in the Sweepstakes; (2) any injury or damage to participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in telephone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

10. **PUBLICITY; USE OF PERSONAL INFORMATION:** The Sponsor will retain the participant's personal data for a reasonable period of time to enable it to send that participant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's privacy policy at <http://www.premiereinteractive.com/legal/#privacy>. By participating, where allowed by law, all Winner(s) grant the Sweepstakes Entities permission to use their names, characters, photographs, voices, content, and likenesses world-wide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list. On occasion, participants may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent. In the event that participant has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Sweepstakes, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by Premiere Networks, Inc. (the Sponsor) and the third party providing the opt-in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. For Sponsor's privacy policy, go to <http://www.premiereinteractive.com/legal/#privacy>. **Any available opt-in opportunities are not required to enter the Sweepstakes, and consent to opt-in will not improve your chances of winning.**
11. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, each participant agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Released Parties from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, Winner(s) hereby agrees: (i) to release the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 9 prior to acceptance of the prize. The Released Parties are not responsible or liable to any participant or Winner or any person claiming through such participant or Winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, 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 the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to a Winner.
12. **TAXES:** Any valuation of the prize stated above is based on available information provided to the Sponsor, and value of any prize awarded to a Winner will be reported for tax purposes as required by law. Winner(s) are solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Winner(s) must provide the Sponsor with valid state authorized identification and a valid social security number before any prize will be awarded. Any person winning \$600.00 or more in prizes from the Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
13. **CONDUCT AND DECISIONS:** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning the Official Rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide Winners come forward seeking to claim the prize, an alternate participant may be selected in a random drawing from among all persons making purportedly valid claims for the prize. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Radio Show's "discretion" and/or any exercise of discretion by the Sponsor or Radio Show shall mean in Sponsor's and/or Radio Show's "sole and unfettered discretion." The Sponsor further reserves the right to: (i) terminate or declare any Sweepstakes null and void and rescind any prize, if in its sole judgment, the Official Rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Sweepstakes; (ii) alter or amend these Sweepstakes Official Rules at any time; and/or (iii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Sweepstakes Official Rules will be broadcast on-air, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If, due to circumstances beyond the control of the Sponsor, any segment of the Sweepstakes is delayed, rescheduled, postponed or cancelled, the Sponsor reserves the right, but not the obligation, to modify, suspend or cancel the Sweepstakes and shall not be required to award a substitute prize.
14. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for

commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

15. **MISCELLANEOUS:** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These Official Rules are designed to be fair and equal to all participants. Odds of winning depend upon the number of eligible entries received during the Promotion Entry Period. Any Winner must submit proof of eligibility and sign the Sponsor’s Affidavit to claim the prize. The Sponsor may substitute prizes, amend the Official Rules, or discontinue the Sweepstakes at any time as announced on the Radio Show. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. The Sponsor is not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement of the Sweepstakes prizes. All entries become the property of the Sponsor and will not be returned. As a condition of participating in the Sweepstakes, participants agree (and agree to confirm in writing): (a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs. Participation in the Sweepstakes constitutes participant’s full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon participant’s fulfillment of all requirements set forth herein.
16. **WINNER LIST:** For a winner list, where required by law, send a stamped, self-addressed envelope no later than ninety (90) days after the Sweepstakes end date to: The Steve Harvey Morning Show / Are You Smarter than Nephew Tommy? Game, 15260 Ventura Blvd., 4th Floor, Sherman Oaks, CA 91403.
17. **JURISDICTION:** The conduct of the Sweepstakes, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New York without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 14 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.
18. **SPONSOR:** Premiere Networks, Inc., 15260 Ventura Blvd., Sherman Oaks, CA 91403.

APPENDIX A
4 Digit Number Guess Contest (the “Contest”)

OFFICIAL RULES – CONTEST EXECUTION

Grand Prize Contest Event: A Grand Prize winning four (4) digit number will be randomly selected prior to the start of the Grand Prize Contest by an independent promotions company. The winning four (4) digit number will fall between 0000-9999, inclusive. The randomly predetermined winning four (4) digit number will be placed in a sealed prize envelope which will be provided to the Sponsor. The winning four (4) digit number has been randomly generated by an independent promotions company.

Selected Contestants during the Promotion Entry Period (a maximum of twenty-four (24) Contestants) will be required to submit their guess of the winning four (4) digit number by phone to the Radio Show representative. In order to claim the Grand Prize, an eligible Contestant must correctly guess the winning four (4) digit number in **its exact order** as contained in the sealed prize envelope.

The following requirements apply to all eligible contest attempts:

- An eligible guess must contain four (4) **digits**, and each digit may be any numeric digit between zero (0) and nine (9), inclusive,
- The winning four (4) digit number may be any combination of numeric digits within the provided range, and the same digits may be used more than one (1) time within the winning four (4) digit number. (*i.e. the winning number could be 1-1-1-1*).
- Each eligible Contestant must submit their guess to the Sponsor’s contest administrator (the “Contest Administrator”) by phone as requested, or they will be disqualified from the Contest, will not be eligible to claim the Grand Prize, and will not receive any additional Contest attempts or prize substitution or compensation.
- Each Contestant’s four (4) digit number guess must be provided clearly and completely. Any incomplete or unclear four (4) digit number guess will be disqualified.
- In order to be a winning attempt, an eligible Contestant must correctly guess all four (4) digits in their exact order of sequence. For example, if the winning four (4) digit number is “1-2-3-4”, then a submitted guess of “4-3-2-1” would not be a winning entry.

After each eligible Contestant has submitted their four (4) digit number guess to the Contest Administrator, their entry will be reported to the independent promotions company for comparison to the predetermined winning four (4) digit number. In the event a winning four (4) digit number guess has been submitted, the Contestant will be immediately notified by the Contest Administrator, and will be eligible to claim the Grand Prize, subject to verification and compliance with these Official Rules.

In the event of any miscommunication by any Contestant and the Contest Administrator, the only four (4) digit number guess that shall count for the Contest shall be as understood and recorded by the Contest Administrator and as reported to the independent promotions company for that particular Contest attempt, regardless of the claimed or actual four (4) digit number guess from the participating Contestant.

Prize: In the event an eligible Contestant has correctly guessed the winning four (4) digit number, that Contestant will be eligible to claim the Grand Prize, subject to approval and verification of compliance with these Official Rules. The Grand Prize is: \$1,000,000.00 forty (40)-year annuity, awarded in the form of a check made payable to the Winner in the amount of twenty-five thousand dollars (\$25,000.00) cash per year for forty (40)-years without interest. The initial prize award of twenty-five thousand dollars (\$25,000.00) cash shall be awarded within approximately thirty (30)-days of receipt of all required prize acceptance paperwork, and each subsequent payment shall occur on or about the anniversary date of the first (1st) payment for thirty-nine (39)-years. No current cash value of the annuity prize award will be available.

A maximum of one (1) Grand Prize will be awarded, to the first (1st) Contestant who successfully completes the Contest requirements according to these Official Rules. In the event an eligible Contestant has correctly guessed the winning four (4) digit number, before the scheduled end date, there will be no further promotion of the Contest and the Contest will have concluded upon such. In the event that no Contestant submits a winning four (4) digit number guess during the Promotion Entry Period, then the Grand Prize will not be awarded. A Grand Prize may or may not be awarded in this Contest.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner, including but not limited to, all income, federal, state, and local taxes which are Grand Prize winner’s sole responsibility. All Grand Prize awards are non-transferable and no prize substitution allowed, except at Million Dollar Media’s sole discretion or as provided herein. Million Dollar Media reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

Grand Prize winner(s), if any, will be required to complete and return a W-9 form (*if prize value is \$600.00 or more*), an affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver’s license and social security card before prize will be awarded. Winners of prizes \$600.00 or more will be issued a 1099 form reflecting the value of

the prize(s) and are responsible for paying all taxes on prize(s). Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Contestant will not receive any other prize substitution or compensation. Total ARV of Grand Prize: \$1,000,000.00.