

LIVE's Four Wheel Family Face-Off

OFFICIAL GAME RULES

1. Game Description:

The *LIVE with Kelly and Ryan* television show (the "Program") produced by Buena Vista Television, LLC (the "Producer") intend to produce special game show segments within the Program titled "**LIVE's Four Wheel Family Face-Off**" (the "Game") on or about May 15-19, 2017 and intended for broadcast on the Program service operated by American Broadcasting Companies, Inc. (the "Network"). In each of the first four (4) shows, two (2) contestant families, each made up of four (4) or more family members (the "Contestant(s)") as cast, selected and determined by the Producer, will compete against each other in each segment in one (1) or more skill based challenges (the "Challenges"). One (1) winning Contestant family (per show), who scored highest (or finished first) in that day's Game Challenge, as determined by the Producers in accordance with the rules and in the exercise of their discretion, will receive a cash prize of five thousand dollars (\$5,000) awarded in the form of a check to one (1) adult family member of the Contestant Family, as selected by the Contestant family ("Challenge Prize"). The Contestant families judged to be the winners of each of the initial four (4) shows will compete for a 2018 Volkswagen Atlas vehicle and a cash prize in the form of an eighteen thousand dollar (\$18,000) check (collectively, "Grand Prize") in the fifth and final show. The manufacturer's suggested retail price of the specific model and configuration of the Grand Prize vehicle ("MSRP") is: \$48,490. The Grand Prize will be awarded to one (1) adult family member of the Contestant Family, as selected by the Contestant Family. "Contestant Family" is defined as a blood relative or a relative by marriage in the discretion of the Producer.

By participating in the Program, each Contestant agrees that all decisions regarding the Program, including but not limited to the selection of Contestants, back up Contestants, the correctness of questions and answers, Game rules, Program production decisions, Game play, disqualification, determinations, and the determining and awarding of the Challenge Prizes and/or the Grand Prize, are at the sole and exclusive discretion of the Producer and are final and not subject to appeal.

2. Contestant Eligibility:

To be eligible to participate, each member of a Contestant Family must be a permanent legal resident of one of the fifty (50) states of the U.S. and the District of Columbia ("D.C.") (excluding Guam, Puerto Rico, and all other U.S. territories and possessions) who are physically located therein. All Contestants must be eight (8) years of age or older prior to the date of Game play and be related to each other by blood or by marriage. If a Contestant is deemed a minor in his/her jurisdiction of residence and resides in Alabama or Nebraska and is under nineteen (19) years of age; is a resident of Mississippi under 21 years of age; or, is under the age of eighteen (18) in the remaining forty-seven (47) states ("Minor"), his/her parent/legal guardian ("Parent") must be one of the Contestants playing the Game, and the Parent must provide his/her consent and complete all necessary documents required by the Producer on behalf of the Minor child. Each adult Contestant must also have a valid Social Security number. In addition, Contestant(s) may not be a candidate for public office and confirm that have no intention of becoming a candidate before or after the Game broadcast(s) from one (1) year from the date of the Game broadcast(s). Further, each Contestant must not have been convicted of a felony or a DUI/DWI, and each adult Contestant must be in possession of a valid U.S. driver's license and may be asked to give permission to the Producer for a Background Check to be conducted.

Within the last two (2) years, no Contestant may have been employees and agents of Buena Vista Television, LLC, American Broadcasting Companies, Inc., WABC-TV, *LIVE with Kelly and Ryan*, Disney *ABC Domestic Television, Enteractive Solutions Group, Inc. ("ESG"), Sullivan Compliance Company ("SCC"); Volkswagen Group of America, Inc., participating stations, stations airing the Program, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Game, and any agents acting for the above entities, and their respective parent companies, officers, directors, subsidiaries, affiliates, service providers, prize suppliers, or any other person or entity associated with the Game (collectively "Game

Entities”) nor may they be members of the immediate families (spouses, domestic partners, children, siblings, parents) and/or persons living in the same household as such persons, whether related or not. Persons not meeting this eligibility restriction are ineligible to become a Contestant, to participate in the Game or to win a prize.

3. Game Play Overview for Game Challenges:

There are two Program hosts (“Hosts”) who along with a Producer’s designee will administer each Game Challenge. Prior to any Game Challenge, the Host(s) or Producer’s designee will brief the Contestant Families on the rules of the Game Challenge(s) selected for that day’s episode and how the Game Challenge will be scored and/or judged. The number of Contestants (per family) who may participate in each Game Challenge will be made equal, as necessary. Contestant Families may select which family members will not participate in each Challenge to create equal numbers of players, as necessary. For example, if a Contestant Family contains four (4) members and the other Contestant Family contains less than four (4) members, then the Contestant Family with more members must select an equal number of family members to play against the competing Contestant Family. The decision to eliminate any family members the applicable Contestant Family makes (prior to the commencement of Game challenges) must be discussed and approved by the Producers, and will be final and binding and cannot be changed.

TIE BREAK

In the unlikely event that both Contestant Families answer the same number of questions correctly in any Challenge, or complete a Game Challenge at the exact same time, or for any other reason are deemed by the Producers to have “tied,” the Producer may implement an additional Game Challenge, coin toss or other type tie breaking activity. The same Family members who completed the first Game Challenge must be the same family members for the tie-break Game Challenge. The Producer may elect to break a tie for a ‘most answers right’ type of Challenge by determining the winner by the Contestant Family who finished first or came in on the fastest time for other type Challenges.

4. Game Play Overview for the Grand Prize:

After up to four (4) Game Challenge shows result in up to four (4) Challenge Prize winning families, those Contestant Families are eligible to compete for the Grand Prize. The order of selecting a key/clicker is determined either by a random draw conducted by Producers, the Contestants compete in a final Challenge or a number selection activity is implemented. Once the order or selection has been determined, each Contestant Family will be given the opportunity to select one (1) key/clicker in that order. Only one (1) such key/clicker will be able to start the vehicle that will be present on the set. The Contestant Family who has selected to key/clicker that starts the vehicle will be declared the Grand Prize winner and will receive the Grand Prize in accordance with these Official Game Rules. If for any reason the Grand Prize vehicle does not start, (for reasons of technical malfunction) the Producer’s designee will reveal which key/clicker had been preselected as the winning key/clicker. The Producer’s designee will have preselected the key/clicker that is intended to start the car before the final segment is taped. If for any reason a Contestant Family is unable to attend the last Program taping for the Grand Prize competition, or, if any Contestant Family opts out or is disqualified for any reason, that Contestant Family waives any Grand Prize eligibility, forfeits the Grand Prize opportunity and the Producer will have no further obligation to the applicable Contestant Family. Contestant Families must appear and participate in the final segment “key/clicker selection” on the scheduled production day of the final segment in order to be eligible to win the Grand Prize. If the potential Grand Prize Winner is disqualified, that potential winner will forfeit the prize, which may be awarded to an alternate designated adult Contestant from the winning Contestant Family.

5. Overall Game Play Rules:

A Contestant cannot stop Game play to challenge a question, timed Game or any skill based Game Challenge component. If a Contestant has a question about a Game Challenge, the Contestant may do so during the Host or Producer’s briefing prior to that specific Game Challenge. The Producer will look into each Game Challenge, and at its sole discretion, if an error has been made, Producer will take corrective action. The extent and nature

of this corrective action will be at Producer's sole and absolute discretion. If a Contestant does not make such a challenge, he or she will have no subsequent recourse and waives any challenge.

Contestants must play fairly and continue Game play throughout the entire competition (as applicable). If a technical problem occurs during the Game that affects one or more Contestants' ability to accurately read or access appropriate Game information, Contestants must alert the Hosts of the malfunction, and the situation will be remedied, if at all in a manner determined by the Producer, in its sole discretion in consultation with the Producer. Contestants who fail to notify the production personnel and/or Producer, and continue Game play, do so at their own risk and are not entitled to any reparations for ways in which said impairments affect the outcome of the Game.

Any communication with another Contestant Family and/or Host and/or show staff in an attempt to form a conspiracy, or collusion to affect the outcome of any Challenge is strictly prohibited and will subject the Contestant Family to immediate disqualification. Any violation of this rule by any member of a Contestant Family will disqualify ALL members of that Family. All Contestant Family members must notify production personnel, Producer, Network and/or representatives immediately if any person attempts to initiate any such communication, or in any way attempts to induce them to violate the spirit of the Game segment at any time.

Contestant Families and each member of such Families must immediately inform the production personnel, Producer, and/or Network representatives if any such Contestant knows one of the Hosts, any production personnel and/or employees of the Producer or its parent, subsidiaries or affiliates or any of its licensees, assigns or any other person or entity involved in the development, production, distribution or other exploitation of the Program, any Network employees and/or any Game Entities. All decisions regarding the Program, including but not limited to eliminations, Game rules, Program production, Contestants, backup Contestants, Game play, questions and answers, correctness of answers, timed results, disqualification determinations, and the awarding of the prizes, are at the sole and exclusive discretion of the Producer and are final and not subject to appeal. All determinations and decisions 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 reserves the right to disqualify any Contestant(s) at any time for any reason, including, if in its sole discretion, the Contestant(s) has violated the Official Game Rules or if the Contestant(s) continued participation in the Program could be disruptive and/or pose a danger or threat to others. Disqualification of any member of a Contestant Family may automatically disqualify all members of that Family in the discretion of the Producer.

6. Challenge Prizes and the Grand Prize:

Up to four (4) Challenge Prizes will be available: Except as set forth below, one (1) Contestant Family of each Game Challenge episode will receive a five thousand (\$5,000) dollar Challenge Prize earned during their Game. Challenge Prizes will be awarded in the form of a check made out to a designated family member. Each winning Contestant Family will have the opportunity to select from the six (6) Program approved charities and the Producer will award a matching five thousand (\$5,000) dollar contribution to the Contestant's chosen non-profit organization. A total of up to four (4) Charities will be selected from among the following six (6) approved Charities that the Program pre-selected:

- Ovarian Cancer Research Fun Alliance, New York, NY
- Operation Homefront, Kennesaw, GA
- Children's Hospital Foundation, Oklahoma City, OK
- ASPCA, New York, NY
- Habitat for Humanity, Atlanta, GA
- American Heart Association, Dallas, TX

One (1) Grand Prize will be awarded: The Contestant Family's designated adult family member (selected from the Contestant Family who won the Grand Prize event) (the "Grand Prize Winner") will receive the following: One (1) 2018 Volkswagen SEL Premium Atlas vehicle with automatic transmission with standard

factory options included (“the Vehicle”) (MSRP of the Vehicle is \$48,490), and a cash prize awarded in the form of a check for eighteen thousand dollars (\$18,000.00) (the Vehicle and check together constitute the “Grand Prize”). The actual Approximate Retail Value (“ARV”) of the Grand Prize may vary due to the make, model and options included as well as the variation of state sales tax, Vehicle title and registration, destination fees and other factors. The vehicle shown on the Program may not be the exact vehicle awarded. The Grand Prize Winner must be twenty-one (21) years of age or older; have a current and valid U.S. driver’s license; and possess automobile insurance. Make, model, options, equipment and color of the Grand Prize Vehicle awarded to be determined by Producer in its sole discretion. Grand Prize will be available for pick up at a dealership designated by the Producer or otherwise as directed by the Producer within a sixty (60) to ninety (90) day period once the Grand Prize Winner is verified. Any differences in the stated MSRP or ARV and the actual MSRP or ARV will not be refunded and, no additional compensation will be awarded. The sole warranties for the vehicle are the manufacturer’s standard new vehicle limited warranties that accompany the vehicle at the time of delivery. No transfer of the Grand Prize (or prize component) and no cash substitution for the Vehicle is permitted. A potential Grand Prize Winner must qualify for and accept all of the components of the Grand Prize together, and he/she will not be entitled to receive the check if he/she does not qualify for and/or accept the Vehicle.

Grand Prize Winner is solely responsible for: (a) renewal title, registration, license fees, renewal inspection and testing fees, (b) unspecified taxes, fees, and charges imposed by any government authorities (including personal property/ad valorem taxes and income taxes), some of which may be due at time of Vehicle delivery, (c) automobile insurance at the time Grand Prize Winner takes possession of the Vehicle, (d) service and maintenance of the Vehicle, (e) non-warranty Vehicle repairs, (f) Vehicle maintenance and operating costs (including fuel, parking, traffic violations, tolls, storage, etc.), and (g) any other fees and expenses related to acceptance and use of the Grand Prize not specifically covered herein. The prize supplier will not replace any lost, stolen, or damaged Vehicle after the Vehicle is delivered to the Grand Prize Winner. Game Entities and their respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the Grand Prize, the receipt, use and/or enjoyment of the Grand Prize.

For each prize, one (1) designated Contestant Family member will be responsible for completing an Affidavit of Eligibility, a Liability Release and a Publicity Release and any other documentation that the Sponsor or Producer may require (collectively, “Affidavit/Release”) for the prize won. An IRS Form W-9 may also be required. Prizes will be awarded to each designated winning Contestant subject to the condition that the Contestant is and remains in compliance with these Official Game Rules, the Contestant Release Agreement and the Affidavit/Release whereby each will be required to duly execute, and meet all requirements of the Program and the Producer as described herein. In addition, the results from the Background Check must be satisfactory, in Producer’s sole and absolute discretion. If a Background Check reveals that a Contestant or potential winner has been convicted of a felony or a DUI/DWI, is not a person of good character or standing in their community, has a record of criminal activity, or has been the subject of a restraining order or protective order or otherwise has a past history of substantial anti-social behavior or otherwise represents a danger to persons or property, such potential Contestant will be automatically disqualified. All unspecified taxes on prizes are the sole responsibility of the prize winners. Each designated prize winner will receive an IRS Form 1099, which is the form used to report any taxable prize amounts to the IRS, as required of any prize(s) that exceeds \$600 or more. Winning Contestants should consult with his/her own tax advisors regarding the tax consequences of participating in the Program and/or winning a prize. Prizes cannot be substituted, shared, assigned, transferred, or exchanged by the Contestant. If any Contestant is found to be ineligible or refuses to accept any prize for any reason whatsoever, no other Contestant shall be entitled to receive or be awarded the applicable prize and said forfeiture shall release Producer from all liability or obligations in connection with said prize. Final eligibility for the award of any prize is subject to eligibility verification as stated in these Official Game Rules.

7. Publicity Release:

Contestant participation in the Program and/or acceptance of a prize constitutes permission for the Producer and its respective designees (in Producer’s sole and absolute discretion) to use a Contestant’s, name, address (city and state), Photo, video, likeness, biographical information, statements, voice, Game segment(s) and Game

Challenge results for use on the Program and/or the Websites, for on-air broadcasts, and advertising/publicity purposes worldwide in connection with the Program (in any and all forms of media now known or hereafter devised), in perpetuity throughout the universe without further compensation, notification or permission in connection with the Program.

8. Production Irregularities:

All decisions regarding technical difficulties, mechanical failures, or human errors, including but not limited to the premature reveal of a question and/or answer, the malfunction of any piece of stage equipment or electronics, or the failure of any audio equipment, in connection with the Program will be determined by Producer in its sole discretion and shall be final and binding on all Contestants and not subject to appeal. If a technical difficulty, mechanical failure, human error or other possible irregularity affecting Game play occurs during the taping of the Program, Producer will review the situation on a case-by-case basis and take appropriate action to preserve the fairness of Game play and the integrity of the Program. If the Producer, in its sole discretion, determines that a technical difficulty, mechanical failure, or human error has corrupted Game play, the Producer may take any remedial or reparative step which, in their sole discretion, they deem necessary and/or appropriate. Furthermore, if it is deemed necessary by the 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, and an appropriate disclosure would be made in the end credits. As previously stated, the Producer will resolve any disputes or misunderstandings, at their sole and final discretion.

The Producer reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate the Program in whole or in part in the event that the Program is not capable of running as planned or as intended by these Official Game Rules by reason of any of the technical or other disabling causes or other causes that, in the sole discretion of the Producer, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Program, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In such event, the Producer may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Program, or (b) cancel the Program in its entirety.

All decisions of Producer and its agents are final and in their sole discretion.

Failure to comply with any of these Official Game Rules or any other rules, guidelines, or codes of conduct set forth by Producer may result in a Contestant’s disqualification and/or forfeiture of prizes in Producer’s sole discretion.

All rules subject to change without notice.

Sponsor/Producer: Buena Vista Television, LLC, 500 South Buena Vista, Burbank, CA 91521.

Volkswagen Group of America, Inc. is not a sponsor or administrator of this Game.

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