Official Rules "Yellowstone Season 5 Sweepstakes" Sponsored by Paramount

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A TWITTER ACCOUNT IS REQUIRED. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.
- 2. **Entry Period/Overview:** The "**Yellowstone Season 5 Sweepstakes**" (the "<u>Sweepstakes</u>") commences at 12:00:01 PM Eastern Daylight Time ("<u>EDT</u>") on September 29, 2022 and ends at 11:59:59: AM (EDT) on September 30, 2022 (the "<u>Sweepstakes Period</u>"). All entries must be received by 11:59:59: AM (EDT) on September 30, 2022.
- 3. Eligibility: This Sweepstakes is open only to individuals who are legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Entrants who are at least eighteen (18) but still deemed to be a minor in their jurisdiction of legal residence ("Eligible Minor (s)") must obtain the permission of their parent/legal guardian to be eligible to participate. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Paramount Global, ("Paramount" or "Sponsor"), Twitter, Inc. ("Twitter") and each of their respective parent, affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies (collectively, the "Sweepstakes Entities") are not eligible to enter this Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and Sponsor's Privacy Policy published to at https://www.viacomcbsprivacy.com/en/policy?r=www.paramountnetwork.com and by the interpretations of these Official Rules by Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Sweepstakes; (b) release, indemnify, and hold harmless Sweepstakes Entities and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or use or misuse or redemption of the Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules and the decisions of Sponsor, which are final and binding. Sweepstakes is subject to all applicable federal, state and local laws.
- 4. To Enter: During the Sweepstakes Period, you must follow the @Yellowstone Twitter account and follow the instructions in any call to action (e.g. reply or "retweet") provided in any tweet message received from Sponsor that indicates there is a chance to enter to win the Prize (hereinafter defined) (the "Call to Action Tweet") including fully typing exactly the #YellowstoneRTSweepstakes (the "Sweepstakes Hashtag") included Sponsor's update calling for entries to count as one (1) "Entry". All entries submitted in accordance with these Official Rules shall be hereinafter referred to as the "Eligible Entries". Auto retweet functions are not permitted and will not be counted. At the end of the Sweepstakes Period, two (2) winners (each a "Winner") will be chosen at random from among all Eligible Entries received. (Note: You will need to create a Twitter account if you don't already have one. Membership on Twitter is free, and registration for Twitter can be obtained by logging on to http://www.twitter.com (the "Twitter Web Site") and following the on-screen instructions to open an account.) BY SENDING THE ABOVE-SPECIFIED TWEET, YOU AGREE TO THESE OFFICIAL RULES. You are required, to follow the @Yellowstone Twitter account so you can see the Winners' announcement to see if you've won (pending verification) in addition to the winner notification described in Section 5 below. Please note that if you do not respond the winner notification described in Section 5, you will be disqualified and another Winner may be selected. Limit one (1) Entry per person per day, however automated tweets or tweets sent via a bot will be disqualified and limit one (1) Prize per Winner. In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the Twitter account used to participate in the applicable Sweepstakes at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned a Twitter account by Twitter. All Entries become the property of Sponsor who shall have the right to edit,

adapt, and publish any or all of the entries. Entries will not be acknowledged or returned. All entries must comply with the Twitter Terms of Service available at the Twitter Web Site. Creating multiple Twitter accounts in order to exceed the limits on Entries permitted by these Official Rules may result in the disgualification of all Entries from such accounts. Important note: If your Twitter account is set to "protected mode," your updates/responses may not be visible in Sponsor's @reply inbox and may not thus be received by Sponsor unless you previously consented to permit Sponsor to see your Twitter updates. If you opt to use Twitter via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile device means that you understand that you may receive additional messages by mobile device relating to this Sweepstakes, including notifying you if you are a potential Winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

A potential Winner may be required to show proof of being the authorized account holder of the Twitter account associated with the Entry. By entering this Sweepstakes, you agree that you are solely responsible for all data charges that you may incur. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

PLEASE NOTE THAT ANY AND ALL ENTRY MATERIALS SUBMITTED FOR THIS SWEEPSTAKES MAY BE PUBLICLY VIEWABLE. IN ADDITION, ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE RETWEETED OR REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR SHALL NOT BE LIABLE.

Entrant agrees: (a) they have all rights to the contents of the Entry all components thereof, and that entrant has obtained all rights, consents and permission, necessary to grant the rights granted herein; (b) that the Entry does not and will not violate any law, statute, ordinance or regulation; (c) that the Entry is free and clear of any liens or claims with respect to the use of the Entry in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (iv) that the Entry is not and will not be defamatory, trade libelous, pornographic or obscene.

Entrant shall retain all copyright in and to their Entry; <u>provided</u>, however that entrant agrees that by entering into this Sweepstakes they are granting Sponsor (and its subsidiaries and affiliates and affiliated broadcast stations and networks, successors and assignees and licensees) the non-exclusive, worldwide irrevocable right and license, but not the obligation, to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, dub, superimpose, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Entries and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised for any purpose, throughout the world in perpetuity. Sponsor may use the Entries (or any portion thereof, including, without limitation an entrant's Twitter screen name) to advertise, promote and publicize, the Sweepstakes, Sponsor's business, products and worldwide programming services and/or Sponsor's websites in all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of

the Entries. The undersigned acknowledges that Sponsor may use the Entries in accordance with the permission granted herein without any payment to the undersigned or any third party.

Entrants agree that Entries shall not contain, include or involve any of the following:

- Gratuitous obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Excessive, extreme or gratuitous violence
- Glamorization of illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Unauthorized trademarks and copyrighted material (e.g., music, etc.)
- License plates, phone numbers, personal addresses physical or email or otherwise
- Website or web page links
- Content cannot contain materials embodying the likenesses, photographs, or other indicia identifying any person who is a minor (except for the entrant) or any person, living or dead, without obtaining express written approval from such individual.
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsor in its sole discretion
- Any person other than the entrant

Language and themes contained in Entries will be evaluated by Sponsor based on content and societal acceptability.

Sponsor is not obligated to, use, publish, display or broadcast any submitted Entries (in whole or in part). Entrant acknowledges that Sponsor will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the entry. Sponsor reserves the right to reject any Entries that it deems, in its sole discretion, to violate any of its standards and practices policies or the terms and conditions set forth in these Official Rules.

In submitting an Entry into this Sweepstakes, each entrant agrees to, confirms and represents to Sponsor that neither they nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Sweepstakes that: (a) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property; (b) may/or is likely to create a risk of any other loss or damage to person, living things or property; (c) is

or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortuous conduct (e.g., conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party; or (iv) violates any of the terms or conditions of these Official Rules. Entrant further confirms that they have obtained all rights, consents and permission, including, but not limited to, those of persons appearing in the Entry necessary to grant the rights granted herein and shall, provide, at Sponsor's request, written documentation confirming such rights, consents and permission.

- 5. Winner Selection and Notification. At the end of the Sweepstakes Period, Sponsor will select the two (2) Winners at random from among all Eligible Entries received. Sponsor will make up to two (2) attempts over the forty-eight (48) hour period following the potential Winners' selection to contact the potential Winners via direct messaging to Winner's Twitter account. If a potential Winner cannot be reached directly during the forty-eight (48) hour period in which they are being contacted, such potential Winner will be disqualified and an alternate Winner will be selected from among the remaining applicable Eligible Entries received. This process will be repeated until a Winner has been identified and verified, as time permits, in Sponsor's sole discretion. Sponsor reserves the right to select an alternate potential Winner from among the Eligible Entries received in the event that a potential Winner fails to comply with these Official Rules.
- 6. Winner Verification: Each potential Winner must prove eligibility, including, without limitation, proof of age and residence, social security or resident alien identification number, within three (3) days of being notified as the potential Winner. In the event of non-compliance by the potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternate potential Winner may be chosen from among all of the remaining Eligible Entries received, if time permits, in Sponsor's sole discretion. The potential Winner (and his/her parent or legal guardian if a Minor) must sign within three (3) days of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of Sponsor and their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes and (b) except where prohibited, a promotional release granting Sponsor the right to use his/her name and likeness (including his/her Twitter handle e), signature, voice and biography for advertising and publicity purpose without additional compensation. Winner agrees to the foregoing and in addition Winner agrees to obtain, upon request of Sponsor any additional documentation and releases necessary to prove his/her unrestricted ownership in all materials contained in his/her entry and Sponsor's right to use such entry, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation or further obligation to the Winner. Entry into this Sweepstakes constitutes entrant's agreement to sign such releases. In addition, if selected as a Winner, entrant (and his/her parent or legal guardian if a Minor) must also complete any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to the Prize awarded and return them as instructed within the time frame specified by Sponsor or Winner may forfeit the prize at Sponsor's sole discretion. Sponsor expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason Sponsor deems necessary. The affidavit of eligibility provided prior to the receipt of the Prize must be complete and must include Winner's social security or resident alien identification number.

ANY VIOLATION OF THESE OFFICIAL RULES BY A POTENTIAL WINNER (AS DETERMINED IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH POTENTIONAL WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Prizes (2):** Each Winner will receive a set of Yellowstone-branded iPods (the "Prize").

The approximate retail value of each Prize is up to \$169.00 and the total ARV of all prizes to be awarded in this Sweepstakes is \$338.00, however, the ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. If a Winner is unable or unwilling to accept the Prize, such Winner will forfeit all rights to the Prize. Sponsor is not responsible if the potential Winner is unable or unavailable to accept the Prize. Prize is not transferable or refundable and must be accepted as awarded. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by Sponsor, in which case a prize of comparable or greater value may be awarded.

If for any reason, Sponsor is unable to provide any of the items listed above in the prize description, Sponsor reserves the right to award an item of equal or greater value.

- 8. **General Prize Terms:** Arrangements for fulfillment of the Prizes will be made by Sponsor within approximately four (4) to six (6) weeks of the selection and verification of the Winner. The value of the Prize may be taxable to the Winner as income. Winner will need to supply Sponsor with his/her social security numbers for tax purposes for any prize valued over \$300.00. An IRS Form 1099 may be issued in the name of the Winner for the actual value of the Prize received. Upon entry into the Sweepstakes, Winner (as well as all other entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), and any other costs and expenses associated with the Prize (including, without limitation, transportation to/from prize-related events, accommodations, food, beverages and souvenirs) are solely Winner's responsibility. Sponsor shall have no responsibility or obligation to the Winner or any potential Winner who is unable or unavailable to accepts or utilize the Prize as described herein.
- 9. **General Terms**: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR ANY OF THE SWEEPSTAKES ENTITIES INTO DISREPUTE (AS DETERMINED BY THE AFFECTED SWEEPSTAKES ENTITY IN ITS SOLE DISCRETION WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

Sweepstakes Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. Sweepstakes Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. Sweepstakes Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prizes or the Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in Sponsor's programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason that the Sweepstakes Entities deem it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, and to determine the Winners in its sole discretion. Should the Sweepstakes be modified or terminated prior to the stated expiration date, notice will be given by Sponsor via Sponsor's Twitter account and the Prizes may be awarded to winners to be selected from among all Eligible Entries received up until and/or after (if applicable) the time of modification, cancellation or termination, or in a manner that is

fair and equitable as determined by Sponsor. All interpretations of these Official Rules by Sponsor and decisions of Sponsor are final. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (a) to be acting in violation of these Official Rules; (b) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (c) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

Entrants agree to indemnify, defend and hold harmless each of the Sweepstakes Entities and each of their respective affiliated companies, parents, sponsors, subsidiaries, officers, directors, employees, agents, members (collectively, the "Indemnified Parties") from and against any and all liabilities, claims, suits, losses, damages, expenses and costs (including, but not limited to reasonable attorneys' fees) resulting or arising from: (i) the Sweepstakes, (ii) any breach or violation of any representation, warranty, obligation or covenant made by each entrant herein or (iii) the acceptance, possession, use, misuse, or nonuse of the Prize (or any portion thereof); and each entrant agrees to release all rights to bring any claim, action or proceeding against the Indemnified Parties, and hereby acknowledge that the Indemnified Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

- 10. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's privacy policy at: https://www.viacomcbsprivacy.com/en/policy?r=www.paramountnetwork.com.
- 11. Request for the Names of the Winners and/or Official Rules: For the names of the Winners and/or a copy of these Official Rules, send an email to the attention of breia.brissey@paramount.com either "Yellowstone Season 5 Sweepstakes: Winners" or "Yellowstone Season 5 Sweepstakes: Official Rules" in the subject line. All requests for a copy of these Official Rules and for the names of the Winners must be made within sixty (60) days of the end of the Sweepstakes.
- 12. **Sponsor:** This Sweepstakes is sponsored by Paramount Global, 1515 Broadway, New York, NY 10036. Twitter is not the sponsor of this Sweepstakes and is in no way responsible for the administration of the Sweepstakes, the selection of the Winners or the awarding of the Prizes. All inquiries regarding the Sweepstakes should be directed to Paramount, not to Twitter.