YELLOWSTONE TIKTOK HASHTAG CHALLENGE OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN THE UNITED STATES OF AMERICA. YOU MUST ALSO SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY PARTICIPATING IN THE YELLOWSTONE TIKTOK HASHTAG CHALLENGE ("PROMOTION"), YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR, AS DEFINED BELOW, AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1) Promotion Entry Period: The Promotion begins at approximately 12:00:01 AM Eastern Standard Time ("EST") on November 11, 2022 and ends at 11:59:59 PM (EST) on November 13, 2022 (the "Promotion Entry Period"). At approximately 10:00:01 AM (EDT) on November 11, 2022, the beginning of the Promotion Entry Period, Sponsor, as defined below, will post a call to action from the @Yellowstone social handles (the "CTA Post"). As soon as the CTA Post is issued, eligible participants may participate in the Promotion as provided herein.
- 2) Eligibility: To be eligible to receive a Prize, participants must, at the time of entry, meet all of the following requirements: (a) be legal residents of the fifty (50) United States or the District of Columbia ("Territory"); (b) be eighteen (18) years of age or older (provided, however, that if a participant is at least 18 but deemed a minor in their jurisdiction of legal residence, they must have the consent of their parent or legal guardian in order to participate); and (c) be registered users of TikTok with a public profile that is open to receiving direct messages (each, a "Participant(s)"). If you are not already a registered TikTok user, it is free to sign up. Employees, officers, directors and agents of Paramount Global ("Sponsor") and any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective parent companies, subsidiaries, affiliated companies, and divisions (collectively, the "Promotion Entities") and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the Territory and in Puerto Rico and where prohibited or restricted by law.

EACH PARTCIPANT MUST HAVE AN ACTIVE TIKTOK ACCOUNT PRIOR TO ENTERING AND SHALL NOT REGISTER FOR A TIKTOK ACCOUNT FOR THE SOLE PURPOSE OF ENTERING THIS PROMOTION.

An Entry may only be submitted by an individual Participant. Entries that include more than one individual will be disqualified.

- **3) Sponsor:** The Sponsor of the Promotion is Paramount Global, located at 1515 Broadway, New York, NY 10036.
- 4) How To Enter into the Promotion: You must follow Sponsor's @Yellowstone handle on TikTok to participate and receive updates about the Promotion. After the CTA Post is made, during the Promotion Entry Period, participants can enter by posting a public TikTok and posting it to your own TikTok account "Participation which Post") must include hashtags "YellowstoneTV #YellowstoneTVSweepstakes (collectively, the "Required Hashtags") in the caption of the Participation Post (collectively, an "Entry" or a "Participation Action"). Videos must be no longer than sixty (:60) seconds in length and in 9:16 aspect ratio. If you are chosen as the Winner at the end of the Promotion Entry Period (see section 7 "Winner Selection") you will receive a message from Sponsor via DM on I TikTok, with a request for contact information and further instructions on how to complete the verification process to claim the Prize (hereinafter defined). In order to be eligible to win a Prize, you must respond to Sponsor's request by providing your name, mailing address, email address, phone number and a copy of your valid US government-issued photo identification confirming your identity within a twentyfour (24) hour period. Limit one (1) Entry per person permitted. Sponsor may, in its sole discretion, accept or reject any purported Participation Action that does not include both Required Hashtags in the Participation Post or that violates any term of these Official Rules. Participation Actions that are incorrect or incomplete, received outside the Promotion Entry Period (including after all Prize(s) have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself/themselves, and otherwise consistent with the requirements of this Section (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a Participation Action or Entry. Due to the way TikTok operates its services, Sponsor may not be able to view or record purported Participation Actions, receive or send communications, or otherwise detect participation from or interact with potential Participants who have TikTok account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Action and Entry must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Actions (including but not limited to Entries made using any script, macro, bot or sweepstakes service) will be disqualified. Participants agree to comply with TikTok's Terms of Service AND Community Guidelines [https://www.tiktok.com/community-guidelines?lang=en [https://www.tiktok.com/legal/terms-of-service?lang=en] as a condition of participating in this Promotion.

Entries must: (a) be the original work product of Participant; (b) be solely owned by Participant and with no other person or entity having any right or interest in it; and (c) not violate any third-party rights including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights, of any other person or entity. Participant shall not directly or indirectly include any trademark, logo, or intellectual property in his/her entry in any way unless owned exclusively by Participant. If someone other than the Participant has taken, captured or created the content contained within the Entry, Participant must have prior written permission from such person to submit such content as part of the Entry, and Participant must be able to obtain a signed release from such person and provide such release to Sponsor upon the request of Sponsor, in Sponsor's sole discretion. By submitting an Entry, Participant represents his or her compliance with these terms.

Each Participant hereby represents that the content contained within each Participation Post: (i) is not defamatory; (ii) is not sexually explicit or suggestive, does not contain nudity or any dangerous activity or is profane, pornographic or violent; (iii) is not, expressly or impliedly, derogatory of any ethnic, racial, gender, religious, or age group or endorses any form of hate or hate group; (iv) does not promote any particular political agenda or message; (v) does not contain any symbols, clothing or other messages associated with any gang; (vi does not contain any music or lyrics which have not been composed and written in its entirety by the Participant and is in all other respects the original work of the Participant; (vii) does not contain any third-party materials and visuals including (but not limited to) logos, or brand names, posters, artwork, content appearing on television and video screens; (viii) has not been copied from and does not infringe or breach the rights (including, but not limited to, any intellectual property rights including any copyright or design rights) of any third party; (ix) does not reveal any personal information including, but not limited to, personal names, email addresses, street addresses or license plate numbers; (x) does not show any identifiable individual unless such individual has expressly consented to featuring in such Participation Post (and for such Participation Post to be used in connection with the Promotion); (xi) does not contain any website links; (xii is not otherwise offensive or illegal in any way or depicts or simulates any activity that is offensive or illegal; and (xiii) is not in violation of these Official Rules. Sponsor, in its sole discretion, may reject any Entry and disqualify a Participant from the Promotion if Sponsor believes that Participant's Entry fails to adhere to the above guidelines.

PLEASE NOTE THAT ALL MEDIA AND METADATA SUBMITTED FOR THIS PROMOTION MAY BE PUBLICLY VIEWABLE. IN ADDITION, PARTICIPANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE POSTED PUBLICLY BY SPONSOR OR REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR SHALL NOT BE LIABLE

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: Participation in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of Participant's service agreement with his/her wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on Participant's mobile phone bill or be deducted from his/her prepaid account balance. Wireless carriers' rate plans may vary. Participants are responsible for contacting his/her wireless carrier for more information on rate plans and charges relating to participation in this Promotion. Participants must check mobile device's capabilities for specific instructions.

5) Grant of Rights. Except where prohibited by law, submission of an Entry by a Participant grants the Sponsor the right in perpetuity to reproduce, publish, display, use, edit, adjust, modify, abridge, condense, and excerpt such Entry in any way, in any and all media, and to sublicense such rights, without limitation and without compensation to Participants.

Participant agrees that by entering into this Promotion, they are granting Sponsor (and its parent companies, subsidiaries and affiliates and affiliated broadcast stations and networks, successors and assignees and licensees) the exclusive, worldwide irrevocable right and license, but not the obligation, to exhibit, broadcast, copy, reproduce, publish, encode, compress, encrypt, incorporate data into, edit, dub, superimpose, rebroadcast, transmit, record, publicly perform and distribute, create derivative works of, 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 language, in any and all media,

now known or hereafter devised for any purpose, and in connection with any and all products and services, throughout the world in perpetuity. Sponsor may use the Entries (or any portion thereof, including, without limitation Participant's social handles) in any manner, for trade, advertising, promotional, commercial, or any other purposes, including, without limitation, to advertise, promote and publicize, the Promotion, Sponsor's businesses, products and worldwide programming services and/or Sponsor's websites in all media throughout the universe and may authorize others to do so without further approval or consideration; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the entries. Participants acknowledge that Sponsor may use the Entries in accordance with the permission granted herein without any payment to the Participant or any third party. Sponsor is not obligated to, use, publish, display or broadcast any submitted entries (in whole or in part). Each Participant acknowledges that Sponsor will rely on such Participant's agreement and compliance with these Official Rules when Participant 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. Sponsor may modify or edit any materials related to an Entry or request Participants to do so, so that such materials meet such guidelines.

In submitting an Entry into this Promotion, each Participant agrees to, confirms and represents to Sponsor that neither he/she 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 Promotion 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.

In addition, by submitting an Entry in this Promotion, each Participant: (I) WARRANTS AND REPRESENTS THAT THE PARTCIPANTS IS THE INDIVIDUAL PICTURED AND HEARD IN THE ENTRY; (ii) WARRANTS AND REPRESENTS THAT THEIR ENTRY, WITH THE EXCEPTION OF ANY AUTHORIZED ASSETS CONTAINED THEREIN: (a) IS ORIGINAL TO THE PARTICIPANT, HAS BEEN LEGALLY OBTAINED AND CREATED, AND THAT THE PARTICIPANT OWNS ALL RIGHTS TO THE ENTRY (OTHER THAN THE APPROVED TRACK); (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS, REGULATIONS, OR NETWORK STANDARDS; (c) HAS NOT BEEN ENTERED IN OR WON PREVIOUS CONTESTS OR AWARDS; AND; AND (d) HAS NOT BEEN PUBLISHED PREVIOUSLY, AND WILL NOT BE PUBLISHED OR UPLOADED, TO ANY OTHER MEDIUM, INCLUDING, WITHOUT LIMITATION, ANY ONLINE VIDEO SERVICE.

Automated or bulk Entries or Entries submitted by third parties will be disqualified. Entries must be submitted by the Participant. Any attempt by any Participant to obtain more than the stated number of Entries by using multiple and/or different identities, forms, accounts, registrations, email addresses, logins, or any other methods will void that Participant's Entries, and that Participant may be disqualified in Sponsor's sole discretion. Multiple Participants are not permitted to share the same e-mail account. In the event of a dispute as to any Entry, the authorized account holder of the e-mail account provided

with the Entry will be deemed to be the Participant. The "authorized account holder" is the natural person assigned the account by I TikTok. Potential Winners may be required to show proof of being the authorized account holder to the Sponsor or will be disqualified. Entries from an invalid, non-working, or inactive account will be disqualified and ineligible to win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

6) Prize (1): The one (1) Winner will receive cash prize of \$4000 (payable in the form of a company check) and a \$900 gift card to the Yellowstone TV Shop (https://yellowstonetvshop.com (collectively, the "Prize").

The Prize may not be sold, traded, transferred, refunded, commissioned or redeemed for cash value elements may not be substituted by Winner.

The approximate retail value (the "ARV") of the Grand Prize is \$4,900.00 and the total ARV of all prizes to be awarded in this Sweepstakes is \$4,900.00. Gift card terms are subject to additional terms [https://yellowstonetvshop.com/products/yellowstone-shop-egift-card-1]. Any portion of the Prize not accepted by the Winner will be forfeited. If the Prize is forfeited in its entirety, and there is sufficient time to determine and notify an alternate Winner, the Prize may be awarded to an alternate Winner. Winner a must present valid U.S. Government issued photo ID's to claim the Prize. No prize substitution is permitted by the Winner. A potential Winner is not a recipient of the Prize until they have been verified as the Winner by the Sponsor. Upon finalizing all prize arrangements for Winner and their Guest, Sponsor will be deemed to have awarded the Prize to the Winner, and Winner assumes full responsibility for the Prize. If for any reason whatsoever, Winner is unable to utilize any services or portions of the Prize after all arrangements have been made and paid, Sponsor shall have no further obligation to Winner. None of the Promotion Entities shall be responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the prizing. Winner will be solely responsible for paying all applicable federal, state or local taxes on the Prize based upon the value of the Prize as set forth in these Official Rules and will be issued an IRS form 1099 for the value as published in these Official Rules. Any details related to the Prize not specified herein shall be determined by Sponsor in its sole discretion. 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.

7) Winner Selection: Sponsor will select the one (1) Winner at random from among all Eligible Entries received on or around November 28, 2022. ANY POTENTIAL WINNER MUST RESPOND TO THE WINNER NOTIFICATION WITHIN TWENTY-FOUR (24) HOURS OF BEING SENT; IF SPONSOR DOES NOT RECEIVE A RESPONSE FROM A POTENTIAL WINNER WITHIN THAT TIME (AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION), THAT POTENTIAL WINNER WILL BE DISQUALIFIED AND AN ALTERNATIVE POTENTIAL WINNER WILL BE SELECTED FROM AMONG ALL REMAINING ELIGIBLE ENTRIES USING THE WINNER SELECTION PROCESS SET FORTH ABOVE. EXCEPT WHERE LEGALLY PROHIBITED, THE POTENTIAL WINNER (OR THE POTENTIAL WINNER'S PARENT/LEGAL GUARDIAN, IF THE POTENTIAL WINNER IS DEEMED A MINOR IN HIS/HER STATE/JURISDICTION OF PRIMARY RESIDENCE) MAY BE REQUIRED TO SIGN AND RETURN, WITHIN TWENTY-FOUR (24) HOURS OF BEING NOTIFIED (AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION), AN AFFIDAVIT OF ELIGIBILITY, LIABILITY AND PUBLICITY RELEASE (THE "AFFIDAVIT"). If (i) a potential Winner cannot be contacted after the first attempt to contact him/her, (ii) a potential Winner fails to sign and return the Affidavit within the required

time period, or (iii) a potential Winner is disqualified for any reason, Sponsor will select an alternate potential Winner selected through the winner selection process set forth above. Up to three (3) alternate potential Winners will be selected, time permitting.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT THE WINNER UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

The odds of winning a Prize in this Promotion depends on the number of eligible Entries received during the Promotion Entry Period. Sponsor will be the official time keeping device for the Promotion and all decisions by the Sponsor regarding the timing of Entries and the order in which they are received will be final and binding. AS SET FORTH ABOVE, PARTICIPANTS MUST MEET ALL OF THE ELIGIBILITY REQUIREMENTS, IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS PROMOTION AND WIN A PRIZE.

The Prize will be awarded and delivered only to addresses within the United States. The verified Winner will be solely responsible for all applicable federal, state and local taxes on the Prize and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the Winner. Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control, as applicable. Potential Winners are subject to verification and may be required to sign and return to Sponsor for its receipt within twenty-four (24) hours an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor or if any message or mail intended for a Winner is returned as undeliverable, then the Prize may be forfeited.

9) General Rules / Limitations of Liability: By participating in the Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Promotion constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor and the other Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the TikTok platform or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer

which may be related to or resulting from any attempt to participate in the Promotion. Sponsor and other Promotion Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, TikTok accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the TikTok platforms that are not acceptable to Sponsor, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Promotion in whole or in part. In the event Sponsor experiences a technical failure during admission of the Promotion that causes the Promotion to be suspended, Sponsor shall select a winner(s) at random in accordance with the process set forth in Section 6 from all valid entries received up to the point of the technical failure. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE PROMOTION. ALL PARTICIPANTS AGREE TO RELEASE. INDEMNIFY AND HOLD HARMLESS SPONSORAND OTHER PROMOTION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY. CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE PROMOTION; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR PROMOTION-RELATED ACTIVITY, OR: ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POST OR OTHER ANNOUNCEMENTS RELATING TO THE PROMOTION. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (ii) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Promotion Entities 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 in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

- **10 Privacy Policy:** By entering the Promotion, Participants agree that any personal information submitted by Participants may be used by Sponsor subject to Sponsor's privacy policy posted at https://www.viacomcbsprivacy.com/en/policy?r=www.bet.com
- 11) Governing Law / Disputes/ Arbitration: Except where prohibited by law, as a condition of participating in this Promotion, each Participant agrees that (a) any and all disputes and causes of action arising out of or connected with these Promotion, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant, Sponsor, and Administrator in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State

of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

- **12) Severability:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.
- **13) Winner's List:** For the name of the Winner or a copy of these Official Rules, no later than 60 days after the close of the Promotion, send an email request with the name of the Promotion and either "Winner Request" or "Official Rules Request" in the subject line, to betsocialmedia@gmail.com.
- **14) Questions?** If you have any questions, you may contact Sponsor at Breia.Brissey@paramount.com.

TikTok is not a sponsor of this Promotion and is in no way responsible for the administration of the Promotion, the collection of the entries, the selection of the Winner or the awarding of the prizes. By entering, participants agree to release TikTok from any liability related to the Promotion.