

BAYWATCH®
Social Media Giveaways 2022
OFFICIAL RULES

NO PURCHASE OR OBLIGATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. INTERNET ACCESS IS REQUIRED TO ENTER.

THIS SWEEPSTAKES IS IN NO WAY ASSOCIATED, AFFILIATED WITH OR SPONSORED BY FACEBOOK, TWITTER, OR INSTAGRAM, WHICH SHALL BEAR NO LIABILITY WHATSOEVER FOR ANY CLAIMS, ISSUES OR DAMAGES ASSOCIATED WITH YOUR PARTICIPATION.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Sweepstakes, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

1. Eligibility: BAYWATCH® SOCIAL MEDIA GIVEAWAYS SWEEPSTAKES ("**Sweepstakes**") is open only to permanent and lawful residents of the United States, including Washington, D.C. but excluding Puerto Rico, who are 18 years or older (or age of majority in their home state) at the time of entry. The following individuals are NOT eligible to enter: Employees, officers, directors and agents of FremantleMedia North America, Inc., and any parent, subsidiary, or affiliate of any of the foregoing), and local and national sponsors of BAYWATCH and/or any of their respective distributors, broadcasters, licensees, assigns, partners, parents, subsidiary, or affiliated companies (collectively, "**Sweepstakes Entities**") and their immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not).

The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Sweepstakes is sponsored by Fremantle, 2900 W. Alameda, 8th Floor, Burbank, CA 91505.

3. Agreement to Official Rules: By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor.

4. Timing: The Sweepstakes will be open during the following period:
Opens: Tuesday, October 11, 2022
Closes: Through and including Monday, October 17, 2022
(**"Sweepstakes Period"**).

Sponsor shall conduct periodic random drawings from eligible participants (see "**How to Enter**" below) during the Sweepstakes Period to select the winners of the Sweepstakes prizes. Sponsor reserves the right to terminate the Sweepstakes at any time for any reason, and to hold Sweepstakes drawings at its sole discretion.

5. How to Enter:

Each day during the Sweepstakes Period, Sponsor will post a trivia question on Sponsor's official BAYWATCH Instagram story, @BaywatchTV (the "**Platform**"). Sponsor will announce the prize (each, a "**Prize**") for that particular giveaway (each, a "**Giveaway**") within the applicable post.

To enter the Sweepstakes for any particular Prize, entrant must comment an answer to the trivia question on the applicable Giveaway post using a valid, authorized account for the Platform. 24 hours after a Giveaway is posted (the "**Giveaway Period**"), Sponsor will conduct a random drawing from all comments received on the applicable Prize post within its Giveaway Period.

There is no fee associated with setting up an account on the Platform. To enter, participants must sign in to their account. Each account may enter one (1) time per Giveaway Period. Additional comments made in any Giveaway Period are invalid and will not be counted. Entries generated by use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) shall be automatically disqualified.

In the event more than one (1) entry is received from any one person or Platform account, as applicable, per Giveaway Period, the first entry received (as determined by the applicable Platform time-stamping) will be considered the only valid entry received for the applicable Giveaway Period for the applicable person or account. In the event of a dispute, entries will be deemed made by the authorized account holder of the Platform account that commented on the Sweepstakes post for that Prize. The authorized account holder is the natural person who is assigned to the Platform account by email, or other account validation method used by the applicable Platform. Any potential winner may be required to show proof of being the authorized account holder. Entries that are incomplete or corrupted are void. Sponsor is not liable for late or misdirected entries.

Odds of winning depend on the total number of eligible Sweepstakes entries received in any given Giveaway Period. The winner of the applicable Prize will be selected within seventy-two (72) hours of the end of the Giveaway Period, and will win the one (1) Prize for that particular Giveaway. To win any Prize in any other Giveaway, the Entrant must enter the Sweepstakes for that Giveaway in the manner set forth above. Entries into one Giveaway are not counted toward any other Giveaway. Sponsor may Post any number of Giveaways on any Platform at any time in its sole discretion, during the Sweepstakes Period. Sponsor shall have no obligation to post any Giveaway.

6. Winner Requirements & Verification: Potential winner will be contacted, by Sponsor via the applicable Platform messaging system, and the potential winner must respond to such message within forty-eight (48) hours of Sponsor's first attempt to contact him/her in order to be eligible to claim the Prize. Sponsor may request information from the potential winner to confirm preliminary eligibility. If a potential winner is deemed potentially eligible based on the preliminary questions, Sponsor will send an Affidavit of Eligibility and Liability and, unless prohibited by law, a Publicity Release form ("**Affidavit/Release**") to the potential winner by email to be executed and returned by email within forty-eight (48) hours from the delivery of Sponsor's email. If the potential winner cannot be contacted within the specified time after the first attempt to contact him/her, if he/she fails to execute and return the Affidavit/Release within applicable indicated time period, or if he/she is otherwise ineligible to receive the prize, that potential winner will be deemed ineligible and an alternate prize winner will be selected from among all remaining eligible Sweepstakes entries received in the applicable Giveaway Period. Sponsor will repeat the aforementioned prize winner / alternate winner selection process as necessary up to three (3) times. If after three (3) times an eligible alternate winner has not responded, the selection process shall end and no prize shall be awarded. Except where prohibited by law, acceptance of prize constitutes permission for Sponsor to use winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world in perpetuity without additional prize, incentive, consideration, consent or review. Limit: One (1) prize per person/email address or household per Giveaway.

7. Prize / Approximate Retail Value / Prize Restrictions: Approximate retail value of each Prize is up to \$50USD. Prize selection is at Sponsor's sole and absolute discretion at all times. Prizes may not be transferred or assigned. Winner will be responsible for all applicable taxes (not limited to federal, state, local and/or income) on Prize, if any.

8. General Conditions: The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of this Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email

address used to register will be deemed to be the entrant. Entrant may be required to show proof of being the authorized account holder.

Sponsor has the sole discretion to render ineligible any person who, in Sponsor's sole discretion, is sufficiently acquainted with any person or entity connected with the production, administration or judging of the Sweepstakes that his or her participation in the Sweepstakes could create the appearance of impropriety.

Except where prohibited by law, by entering the Sweepstakes, as a condition of participating in this Sweepstakes, entrant agrees to allow Sponsor and its designees to use entrant's name, photograph, likeness, statements, biographical information, voice and city and state address for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission, except where prohibited by law.

9. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrant agrees to release and hold harmless FremantleMedia North America, Inc., Sponsor, local affiliates or broadcast entities, the Sweepstakes Entities, Facebook, Twitter, Instagram, sponsors and advertisers, and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, and their respective officers, directors, employees and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

10. Internet: Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in and/or in connection with this Sweepstakes. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, malware, spyware, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify and/or suspend the Sweepstakes. In such event, Sponsor reserves the right to select the winner from eligible entries received as of the termination date.

11. Use of Data: Sponsor will be collecting personal data about entrants online, in accordance with its Privacy Policy, unless otherwise set forth in these Official Rules. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

12. Disputes: **CONTAINS ARBITRATION LANGUAGE. PLEASE READ CAREFULLY.**

This Agreement shall be governed by and construed in accordance with the internal substantive law in effect in the State of California, USA. Any dispute arising hereunder shall be arbitrated by, and under the rules of, J.A.M.S. in binding arbitration in Los Angeles, California, and before a mutually selected arbitrator experienced in the United States entertainment industry. The prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs. Entrant's sole remedy for breach by Sponsor of any of the provisions of this Agreement shall be an action for damages, if any, and entrant shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution or other exploitation of any property or program featured on the BAYWATCH network, any other audio-visual works of Sponsor, or any of Sponsor's rights hereunder.

(a) Entrant and Sponsor agree that all claims, disputes and controversies of any kind arising out of, relating to or in any way associated with your employment by Sponsor or the termination of that employment, shall be submitted to final and binding arbitration pursuant to the terms of these Official Rules.

(b) This agreement applies to all claims that Sponsor may have against entrant, as well as all claims that entrant may have against Sponsor, including any of Sponsor's partners, affiliated companies, successors, assigns, owners, directors, officers, shareholders, employees, managers, members, and agents.

(c) All disputes and controversies at issue in the arbitration will be governed by the laws of the State of California, except where federal law is applicable. The parties agree that Sponsor is engaged in transactions involving interstate commerce, and therefore, this provision shall be governed by the Federal Arbitration Act as well as California Code of Civil Procedure sections 1280, et seq. (including without limitation section 1283.05 and its mandatory and permissive rights to discovery). The arbitration process shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") pursuant to its Arbitration Rules & Procedures in effect at the time the dispute is submitted. The arbitration will be conducted in Los Angeles County by a single, neutral arbitrator supplied by JAMS. In deciding legal issues related to any claim and in determining the appropriate legal or equitable remedy, the arbitrator shall apply the appropriate federal, state or local law.

(d) Notwithstanding anything to the contrary in JAMS's rules, the arbitration shall provide (i) for written discovery and depositions adequate to give the parties access to documents and witnesses that are essential to the dispute, taking into account the parties' mutual desire to have an efficient, cost-effective dispute resolution process; and (ii) for a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Claims must be submitted to JAMS for arbitration in accordance with the JAMS Rules for commencing an arbitration, and within the applicable statute of limitations. Except as may be required by law, no party or arbitrator may disclose the existence, content or result of any arbitration hereunder without the prior written consent of both parties.

(e) The fees of the arbitrator and all other costs that are unique to the arbitration process shall be paid by Sponsor to the extent required by law. Otherwise, each party shall be solely responsible for paying his/her/its own costs for the arbitration, including but not limited to attorneys' fees. However, if either party prevails on a claim which affords the prevailing party attorneys' fees pursuant to law, statute, or contract, the arbitrator may award reasonable attorneys' fees to the prevailing party.

(f) BY AGREEING TO SUBMIT THE CLAIMS TO ARBITRATION, YOU ARE HEREBY WAIVING THE RIGHT TO A TRIAL IN COURT.

13. Sweepstakes Results and Official Rules: Winner List requests will only be accepted up to three (3) weeks after the Sweepstakes Period expires. For a copy of the Winner List, send an email with subject line: "Winners List BAYWATCH Social Media Giveaway" to Baywatch.Social@Fremantle.com.