

PLEASE READ THE OFFICIAL RELEASE AND CONSENT FORM AND THE OFFICIAL RULES CAREFULLY BEFORE MAKING ANY SUBMISSIONS TO THE *Trivial Pursuit: America Plays* GAME SHOW.

By scrolling to the end of the following content and placing your initials in a box stating that you have read, fully understand, accept and agree to the terms of the Release and the Official Rules, you signify that you agree to be bound by and abide by the following terms in their entirety. **If you do not agree to be bound by and abide by the terms of the Release and the Official Rules in their entirety, you may not make any Submissions to the *Trivial Pursuit: America Plays* Game Show.**

OFFICIAL RELEASE AND CONSENT FORM FOR INDIVIDUALS MAKING A SUBMISSION TO THE *Trivial Pursuit: America Plays* GAME SHOW (the “Release”)

For reasonable and valuable consideration in connection with the *Trivial Pursuit: America Plays* Game Show, the receipt and adequacy of which are acknowledged, I, on behalf of myself, and my successors and assigns, agree and represent to WSP Entertainment, Inc. (hereinafter “Producer”), Hasbro, Inc. and Debmar/Mercury, LLC, their respective parents, subsidiaries, affiliates, licensees, successors, employees, assignees, agents, representatives, any other entities or persons affiliated with and/or working on their behalf, and the broadcasters and distributors of the *Trivial Pursuit: America Plays* Game Show (collectively, “You”, “Your”) that:

- For the purpose of this Release and the Official Rules, the use of the word “Submission” means text, questions, messages, ideas, concepts, suggestions, videos and any other similar materials that are submitted, posted, uploaded, displayed, mailed, sent or otherwise communicated to the Producer of the *Trivial Pursuit: America Plays* Game Show and/or any other person or entity affiliated with the *Trivial Pursuit: America Plays* Game Show.
- I understand and agree that the right to use any trademarks, copyrights and/or any other proprietary rights in or associated with *Trivial Pursuit* and/or the *Trivial Pursuit: America Plays* Game Show, including the *Trivial Pursuit* and Hasbro logo, is permitted only for the limited purpose of making my Submission to the *Trivial Pursuit: America Plays* Game Show, and that any use beyond this scope infringes Your rights and shall be actionable against me. I also understand that this right to use any trademarks, copyrights and/or any other proprietary rights in or associated with *Trivial Pursuit* and/or the *Trivial Pursuit: America Plays* Game Show may be revoked at any time.
- I warrant and represent that my Submission and/or the use, display, exhibition, distribution or exploitation of my Submission does not and will not violate any confidentiality obligation or any law or regulation. I also warrant and represent that my Submission and/or the use, display, exhibition, distribution or exploitation of my Submission does not and will not violate or infringe any copyright, trademark, publicity right, privacy right, contract right or any other right of any third party or entity. In addition, I warrant and represent that I am in fact the individual appearing in the Submission (or the parent or legal guardian of the individual who appears in the Submission if under 18) and that the Submission does not fall under the jurisdiction of the Screen Actors Guild, the American Federation of Television and Radio Artists, the Directors Guild of America, the Writers Guild of America, or any like theatrical, motion picture or television union or guild.
- I hereby grant You a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable (in whole or in part) license to use, reproduce, modify, adapt, exhibit, exploit, publish, broadcast, translate, create derivative works form, make any material based upon, distribute, perform, advertise and display my Submission (in whole or in part) in any format or medium and over any media or platform, now known or later developed and in all languages, and to incorporate my Submission (in whole or in part) into other works, products or services in any format or medium and over any media or platform, now known or later developed and in all languages. This grant and permission includes the title, interest and all residual interests in and to any copyright, trademark and/or other proprietary rights in and associated with the Submission, whenever acquired, and any renewals and extensions thereof.

- I grant You, Your licensees, agents, affiliates and/or others working on Your behalf the worldwide, absolute and irrevocable right to use my name, voice, image, likeness, appearance, biographical information, and any and/or all attributes of my personality, name or likeness, in, on or in connection with any film, audio-tape, video-tape, audio-visual work, photograph, illustration, animation, online distribution, broadcast or merchandising, including without limitation board games, CD Rom or digital games, cell phones and gaming devices, and any advertising, trade or promotional material and product endorsements created or used in connection with *Trivial Pursuit* or the *Trivial Pursuit: America Plays* Game Show, over any media or platform, now known or later developed and in all languages, in perpetuity throughout the universe. This grant includes without limitation the right to use or re-use, my name, voice, image, likeness, appearance, biographical information and any and/or all attributes of my personality, name or likeness as You, Your licensees, agents, affiliates and/or others working on Your behalf may elect. I warrant and represent that this grant does not in any way conflict with any existing commitment on my part.
- I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit or use my Submission (“New Exploitation Rights”). I hereby grant and convey to You, without reservation, any and all New Exploitation Rights in and to my Submission and any and all content contained in my Submission, regardless of whether or not I am currently aware of or can foresee such uses.
- I agree that I shall have no right of approval, no claim to compensation or benefit, and no other claim (including, without limitation, claims based upon invasion of privacy, copyright infringement, defamation, or right of publicity) arising out of any editing, distortion, alteration, optical illusion, distribution or use of my Submission, in partial or composite form, whether or not intentional, in any format or medium and over any media or platform, now known or later developed or in any language, in perpetuity throughout the universe.
- I hereby waive any right that I may have to inspect and/or approve any finished product or products, or any editorial, advertising or printed copy, video and/or soundtrack, that may be used in connection with my name, voice, image, likeness, appearance, biographical information and any and/or all attributes of my personality, name or likeness. I agree that You, Your licensees, agents, affiliates and/or others working on Your behalf have complete ownership of the product in which my name, voice, image, likeness, appearance, biographical information and any and/or all attributes of my personality, name or likeness may appear, including the copyright and other proprietary interests in the product, and I acknowledge that I have no interest or ownership in the product or its copyright or trademark.
- I understand and agree that You, Your licensees, agents, affiliates and/or others working on Your behalf, in their sole discretion, may decide not to use my Submission (in whole or in part) and that my Submission may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened, and revised for any reasons and in any manner which You may in Your sole discretion determine. I also understand and agree that once I submit, post, upload, display, mail, send or otherwise communicate a Submission to the Producer of the *Trivial Pursuit: America Plays* Game Show, the Submission will not be returned to me, and all Submissions received by the Producer of the *Trivial Pursuit: America Plays* Game Show, including my Submission, will become Your sole property upon receipt. I hereby expressly waive any so-called “moral rights”, “droit morale” and any similar rights, laws and legal benefits or principles that may now or may hereafter be recognized.
- I hereby voluntarily and knowingly release, discharge and relinquish any and all claims, actions and lawsuits of any kind, that I may have at any time, relating to or arising from my Submission, or from the use of my name, voice, image, likeness, appearance, biographical information and any and/or all attributes of my personality, name or likeness, that may be brought by me or on my behalf against You, Your licensors, licensees, affiliates, distributors, agents, representatives and/or others working on Your behalf, and/or each of the foregoing entities’ respective current and former officers, directors, owners, employees, agents, representatives and assigns (hereinafter, “Released

Claims”). I acknowledge and agree that this waiver is an essential and material term of this Release, and if I do not agree to such waiver, I will be ineligible to make any Submissions to the *Trivial Pursuit: America Plays Game Show*.

- I understand that my Released Claims may include, without limitation, claims for injunctive relief, breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, physical or financial injury, invasion or other violations of any actual or purposed right of privacy and/or publicity, and any additional claims arising from the exploitation of any or all rights granted to You in the terms of this Release. More specifically, the Released Claims include, without limitation, any claim relating to, arising from or in connection with (i) any use, exploitation or exercise of any right(s) granted hereunder; (ii) the Official Rules (attached hereto in their entirety) and/or game play involving all or any part of the Submission; (iii) the operation and/or procedures implemented in connection with the Official Rules and/or game play, including without limitation game show procedures, contestants’ and America’s Team members’ eligibility, determinations of the judges or producers, the determination of winners, the award of any prize, the determination of any disqualification, and any disparate exposure of any Submission competing for any prize or recognition; (iv) the public dissemination and/or distribution of the Submission, including, without limitation, any claim resulting from piracy or other unauthorized distribution, duplication or display of the Submission by third parties; (v) the loss of the Submission and/or the failure of the Submission to be properly or timely displayed to the public for any reason, including excess traffic, human error or malicious actions or for any other reason whatsoever; (vi) alternative airdates and times, if any, of any fully or partially pre-empted episodes of the Program; and/or (vii) the negotiation or execution of this Release, including but not limited to any claims based upon allegations of duress or the like.
- I understand that the above is a material inducement for You to consider my Submission to the *Trivial Pursuit: America Plays Game Show*, and that You may rely on this Release in proceeding with such consideration and possible use. I further understand and agree that all rights that I may have under Section 1542 of the California Civil Code and any similar law or any state or U.S. territory, any similar federal or foreign law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows:

“1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

I acknowledge that I may hereafter discover claims in addition to the ones released in this Release, and I hereby expressly release You from any such unknown and/or unsuspected claims.

- I acknowledge that it is a crime under Section 507 of the United States Federal Communications Act for any person in connection with the production or preparation of any program intended for broadcasting to accept or pay any money or provide any service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced, and that it is Producer’s policy not to permit any employee to accept or pay any such consideration. I represent that I have not accepted, and will not accept, and have not paid, and will not pay, any money or provide services or other valuable consideration for the inclusion of any “plug,” reference or product identification or other matter in the Production without Producer’s prior written approval. I will immediately notify Producer if any person attempts to induce me to do anything in violation of the foregoing or which is in any way illegal or dishonest.
- I understand that, in the event of a breach of this agreement by You or any third party, the damage, if any, sustained by me will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the *Trivial Pursuit: America Plays Game Show*, to restrain Your exercise of the rights granted in this Release,

to revoke any of the rights granted to You by this Release or to terminate this Release.

- I agree to indemnify, defend and hold You, Your licensors, licensees, affiliates, distributors, agents, representatives and/or others working on Your behalf, and each of the foregoing entities' respective current and former officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties"), harmless from and against any losses, liabilities, expenses, claims, damages and costs of any nature, including reasonable attorneys' fees, costs and expenses, arising out of or relating to any Submission that I submit, post, upload, display, mail, send or otherwise communicate to the Producer of the *Trivial Pursuit: America Plays Game Show* and any breach or alleged breach of any representation, warranty or agreement contained herein. My indemnification obligations will also include, without limitation, any actual or threatened suit, demand or claim made against the Indemnified Parties arising out of or relating to my Submission, conduct or violations of the rights of any third party or entity.
- I fully understand that submitting, posting, uploading, displaying, mailing, sending or otherwise communicating a Submission to the Producer of the *Trivial Pursuit: America Plays Game Show* and/or otherwise participating in the *Trivial Pursuit: America Plays Game Show* is completely voluntary. I am disclosing my Submission with the full understanding that no confidential or other relationship, fiduciary or otherwise, exists between me and You, Your licensees, agents, affiliates and/or others working on Your behalf.
- I acknowledge that submitting, posting, uploading, displaying, mailing, sending or otherwise communicating a Submission to the Producer of the *Trivial Pursuit: America Plays Game Show* and/or otherwise participating in the *Trivial Pursuit: America Plays Game Show* may present certain risks to me, and I hereby assume any and all risks, known or unknown, associated with or arising out of my Submission to and/or participation in the *Trivial Pursuit: America Plays Game Show*.
- Other than the reasonable and valuable consideration acknowledged above, I understand and agree that I may not receive any money or other compensation or benefit pursuant to this Release, regardless of whether or not my Submission or any portion thereof is included in the *Trivial Pursuit: America Plays Game Show* or any product associated with *Trivial Pursuit* or the *Trivial Pursuit: America Plays Game Show*.
- I acknowledge and agree that if any provision of this Release is found to be invalid or unenforceable by any court having competent jurisdiction, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions. I also acknowledge that Your failure or the failure of any of Your licensees, agents, affiliates and/or others working on Your behalf to insist upon or enforce any of the provisions of this Release, or to exercise any rights or remedies under this Release, shall not be construed as a waiver of their right to assert or rely upon any such provisions, rights or remedies in that or any other instance.
- I agree that the terms of this Release shall be governed by the laws of the State of California, without regard to its conflict of laws principles. For any claims, actions or lawsuits arising out of or relating to the terms of this Release, I hereby consent to the exclusive jurisdiction and venue of the state and federal courts within Los Angeles, California.
- I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me in this Release are true and correct and that the name submitted in connection with this Submission and stated in or on my Submission is my legal name.

OFFICIAL RULES FOR PARTICIPATION IN THE *Trivial Pursuit: America Plays* GAME SHOW (the “Official Rules”)

Submission Guidelines:

1. The Submission must contain a question that starts with either “what” or “who”. The words “when” and “where” lead to non-specific answers. For example, the word “when” could be asking for a day, a year or a time of day and the word “why” is more for an essay question than a question with a specific short answer.
2. The Submission must contain a question that is an uncomplicated sentence of no more than 25 words.
3. The Submission must contain a question that has only one specific answer. For example, “What is the first name of the rich young socialite who is heir to a hotel fortune?” Seems like Paris Hilton but it could also be Nikki or any other hotel heir. There may be a young Sheraton or a Ritz or a Carleton out there for all we know. Paris Hilton is a good answer, but that is the wrong question. “What is the name of the young hotel heiress who starred in the television show *The Simple Life*.” That question has only one answer and is “locked”.
4. The Submission must contain a question that is answerable. The answer to the question should be a fact that is common knowledge that anyone may have been exposed to. The idea here is not to stump our contestants. Anyone can do that. (Name any Nobel prize winner in 1994.) Our job is to elicit questions that people could know, and even when they miss it they realize they could have or should have known.

We can’t ask for the name of Franklin Pierce’s vice president. People barely know that there was a President Pierce and they certainly don’t know his vice president was William King. We can certainly ask the last man who served as both vice president and president. (Bush senior). It is a fact that anyone could know.

5. The underlying fact that is the subject of the question must be able to be found in reputable books, magazines, websites or newspapers. This will assure that the fact is general knowledge and will prevent questions like “what’s my mother’s middle name?” and will allow the question to be verified. Each question will be verified using two distinct approved sources.
6. When asking a question, begin by saying “Hi, I’m (first and last name) (first name only if under the age of 18) from (city, state or country if outside U.S.), and here’s my question for you.” And then ask the question.

Submission Restrictions:

1. The Submission cannot have been submitted previously in a contest of any kind or exhibit, or displayed publicly through any means previously.
2. The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. The Submission must not contain any unacceptable clothing or adornments, or display any commercial/corporate advertising (including but not limited to corporate logos, brand names, slogans, political, personal and religious statements);
4. The Submission must not disparage persons or organizations associated with the Producer, Hasbro, Inc. and Debmar/Mercury, LLC, their respective parents, subsidiaries, affiliates,

licensees, successors, employees, assignees, agents, representatives, any other entities or persons affiliated with and/or working on their behalf, and/or the broadcasters and distributors of the *Trivial Pursuit: America Plays* Game Show.

5. The Submission must not contain any artwork not created by me;
6. The Submission must not contain material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, lewd, obscene, hateful, tortuous, defamatory, slanderous or libelous (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group);
7. The Submission must not include threats to any person, place, business or group;
8. The Submission must not invade the privacy or other rights of any firm, person or entity;
9. The Submission must not refer to intense violence;
10. The Submission must not contain material that might be considered harmful to children;
11. The Submission must not promote, provide, endorse or refer to any illegal drug use, tobacco or alcoholic beverages;
12. The Submission must not promote, endorse or refer to any illegal products, services or activities;
13. The Submission must not trivialize death or other tragedies;
14. The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and
15. The Submission must not contain material that is unlawful and/or in violation of or contrary to any applicable federal, state or local laws or regulations in any state where the Submission is created.

Eligibility:

- Only legal residents of the fifty United States and the District of Columbia who are 18 years of age or older may make a Submission. Void in Puerto Rico, other U.S. territories and possessions, and where prohibited by law. Employees of the Producer, Hasbro, Inc., DeMar/Mercury, LLC and their divisions, subsidiaries, and the immediate families of each of the foregoing, or persons living in the same household of such employees are not eligible to make a Submission.
- Only Submissions adhering to the Submission Guidelines and the Submission Restrictions will be eligible for judging.

Judging:

- I understand and accept that You, in Your sole discretion, shall determine which taped questions will be used in connection with the *Trivial Pursuit: America Plays* Game Show. Selection of questions shall be made by You, in Your sole discretion, based on the Submission's adherence to Submission Guidelines and the Submission Restrictions as well as other criteria determined by You, including, without limitation, quality of video, lighting, clarity of question, and delivery of question. Your decisions regarding selection and use of questions (including assigned values) shall be final and shall not be subject to challenge or appeal by me.

- I understand and agree that You have no obligation to use my video or question in connection with the *Trivial Pursuit: America Plays* Game Show or any other use and I understand that other people may have submitted the same or a similar question to mine.

Prizes:

- I understand that if my Submission is selected to be used in connection with an episode of the *Trivial Pursuit: America Plays* Game Show, my video will be shown during the Game Show as a question presented to the in-studio contestant and, as such, I will become a member of the team consisting of all of the question submitters for that episode ("America's Team").
- I understand that if my Submission is used on an episode of the *Trivial Pursuit: America Plays* Game Show, my winning or losing money is not based solely on the contestant response to my individual question, but will depend on the cumulative score of the values of all the questions missed on the episode in which my question appears, according to the standard rules of the show. Additionally, I understand that my winning or losing could be based on one final answer given by a person who will be selected by You, in Your sole discretion, to act as Team Captain of America's Team and answer the final question on the show, if any.
- **I understand that if my Submission appears on an episode of the *Trivial Pursuit: America Plays* Game Show where "America's Team" wins the prize money, I will only receive my share of that money, which total sum shall be divided by the number of "America's Team" members who asked questions on that episode, if I sign and return to the Producer a fully executed prize receipt form which will be sent to me within 120 days after the episode airs. I accept that if I fail to return my prize receipt form in the time frame requested by the Producer, I will forfeit my share of the winnings to the Producer.**
- By placing my initials the box the end of this Release and Official Rules (collectively, "Agreement") stating that I have read, fully understand, accept and agree to the terms of this Agreement, I warrant that I am at least 18 years of age, and that I have the full, complete and unrestricted right and authority to accept, agree and enter into the terms of this Agreement.

OR

IF I AM DEEMED A MINOR IN MY STATE: Minors are not permitted to register with this Site. However, a minor's parent or legal guardian may make a Submission that contains the likeness, image, first name, and/or voice of their child or ward if that parent or legal guardian agrees to all of the following terms: I have read, fully understand, accept and agree to the terms of this Agreement, I warrant that I am at least 18 years of age, and that I have the full, complete and unrestricted right and authority to accept, agree and enter into the terms of this Agreement. I also represent and warrant that I am either (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child whose image, likeness, first name, and/or voice appears in the Submission (the "Minor"), and that I have the legal capacity to enter into irrevocable, binding agreements concerning or applicable to this Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the terms of this Agreement and I hereby guarantee all of the Minor's covenants and obligations. As a material part of the consideration inducing You to enter into the foregoing Agreement for use of the Submission and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in this Agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of the Minor's, likeness, image, first name, and/or voice as set forth in the terms of the Release, in and in connection with the production, distribution, exhibition, exploitation and promotion of *Trivial Pursuit* or the *Trivial Pursuit: America Plays* Game Show; and irrevocably guarantee and warrant that neither I nor the Minor will disaffirm or disavow the terms of this Agreement on the grounds that the Minor is a minor at the date of the execution hereof, or on any other similar grounds. This guarantee shall also apply to any modification, amendment, extension, renewal or substitution of the terms of the Agreement, and to the Agreement as modified by any waiver. If the Producer elects to seek Court approval of this

Agreement, I, in consideration of the execution of this Agreement by the Producer, further agree to cooperate with the Producer to secure the approval, by a Court of competent jurisdiction, of the terms of this Agreement. I agree to indemnify and hold the Indemnified Parties harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees, costs and expenses which may arise from the breach or alleged breach by the Minor or me of any of the foregoing terms and conditions.

[] **By placing my initials in this box, I am signifying that I have read, fully understand and accept the terms of the Release and the Official Rules, and I agree to be bound by and abide by these terms in their entirety.**

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