

**MONOPOLY MILLIONAIRES' CLUB
OFFICIAL RULES – v3 (04-14-14)**

**MONOPOLY MILLIONAIRES' CLUB
OFFICIAL RULES**

A . PROGRAM SUMMARY

The program entitled “MONOPOLY MILLIONAIRES' CLUB” (the “Program”), is a syndicated game show produced by Hasbro Studios (the “Producer”). In each regular sixty (60) minute episode (“Episode”) of the Program, up to six (6) contestants (“Contestant(s)” or “Potential Contestant(s)”) (hereinafter meaning of the up to 250 (actual number dependant on state lottery commitments) Lottery Winners or their Proxy(s) if applicable, who were selected to play the game through a preliminary second chance drawing conducted by participating State Lotteries in connection with MDI Entertainment, LLC’s (“MDI”) and Scientific Games International, Inc.’s (“SGI”), will be randomly selected for the chance to compete in a series of Games (individually “Game,” collectively “Games”) to win prizes consisting of cash (individually “Cash Prize,” collectively “Cash Prizes”), non-cash prizes (individually “Prize,” collectively “Prizes”) and/or the grand prize (the “Grand Prize”) (Cash Prize, Prize and/or Grand Prize, collectively “Total Prize”) of up to one million dollars (\$1,000,000.00.)

By participating in the Program, each Contestant agrees that all decisions regarding the Program, including but not limited to the random selection of Contestants, back-up or alternate Contestants, judging, game rules, Program production, game play, penalties and disqualification determinations, and the awarding of Prizes and/or the Grand Prize, are at the sole and exclusive discretion of the Producer and are final and not subject to appeal.

B. CONTESTANT ELIGIBILITY

Contestants must be at least eighteen (18) years of age or older, or the age of majority from their state of residence and eligible as determined by individual state lottery regulations.

Any Contestant whose appearance may violate any FCC rule or guideline and/or Federal election law may be required to play the Game with a Proxy as determined by Producer in its sole discretion. (ALSO CHECK WITH MDI’S PARTNERS IN STATE LOTTERY COMMISSIONS IF THIS OK.)

Any Contestant that violates Monopoly Millionaires' Club Group and its Game Rules below are not eligible to play the Game:

33—INELIGIBLE PLAYERS.

33.1 A ticket or share for the MMC game issued by any Participating Lotteries shall not be purchased by, and a prize won by any such ticket or share shall not be paid to:

- (a) a MUSL MULTISTATE LOTTERIES employee, officer, or director;
- (b) a contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
- (c) an employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm; or
- (d) an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household.

33.2 Those persons designated by a Participating Lottery's law as ineligible to play its games shall also be ineligible to play the MMC game in any Participating Lottery jurisdiction.

C. CONTESTANT SELECTION

Prior to taping, Potential Contestants to be used as a Contestant on a particular Game and their groupings will be randomly determined by Producer and/or MDI in their sole discretion.

D. COMPETITION RULES

a. Competition Overview

Each Episode of the Program is a competition between up to six (6) Contestants consisting of a pre-set number of Games. Each Episode will consist of seven (7) Games. However, Game 7 shall always be "Monopoly Go." Details of Game 7 rules are attached hereto and incorporated by reference herein. Details of Games 1-6, and the games that make up those Rounds will be explained pursuant to the Games that are being played in the Episode prior to the taping of those Games.

Any and all official timings for the Rounds are kept and determined by Producer in its sole discretion.

Prior to taping, specific Contestants will be randomly assigned to specific Games. For every three (3) episodes taped the pool of Potential Contestants will be from the up to 250 (actual number dependant on state lottery commitments) Lottery Winners or their Proxy(s) if applicable, who were selected to play the game through a preliminary second chance drawing conducted by participating State Lotteries in connection with MDI Entertainment, LLC's ("MDI") and Scientific Games International, Inc.'s ("SGI"). Each Game is then played by one (1) Contestant who is randomly selected from the group of eligible Potential Contestants.

Before each Round, the Contestant, competing will be announced by the Host ("Host") and

asked to come to the stage. By coming to the stage, the Contestant is agreeing to the terms and conditions outlined within these Official Rules as well as to the Contestant Release Agreement.

b. Game Rules

Individual rules for Games in any given Episode and/or Game, may be provided to Contestants via an instructional video and/or verbal briefing by Producer, prior to the start of the Episode and/or Game, the timing of when the Contestants receive said rules shall be at Producer's sole and absolute discretion. Producer may also give all eligible Contestants a written version of rules guidelines to read over prior to the start of the Episode.

c. Contestant Time Limits

Contestants will be given a reasonable amount of time to make Game decisions including but not limited to whether to take an offer or not, etc. What constitutes a "reasonable amount of time" is determined at Producer's sole discretion, and if Producer decides that a Contestant is abusing this rule they and/or the Host will prompt the Contestant for the response required and the Contestant must then give their response or answer.

E. PRIZES AND/OR THE GRAND PRIZE

Prior to dismissal, winning Contestants are reminded that their cash and/or prize winnings will be sent to them as per the terms and conditions of the Monopoly Millionaires' Club, subject to the condition that the Contestant is and remains in compliance with the Official Rules and the Contestant Release Agreement which they each will be required to duly execute, and meets all requirements of the Program, these Official Rules and Producer, as described herein.

Any Contestant who wins cash and/or prizes must complete an ACKNOWLEDGEMENT OF WINNINGS provided by MDI before leaving the studio.

All taxes on any cash and/or prizes are the responsibility of the Contestant winners. The total amount of the cash Prize won on the Program by the Contestants will be mailed to each Contestant within ten (10) business days after the Contestant's departure from Las Vegas. MDI shall withhold from such cash Prizes the minimum required Federal and State withholding taxes and shall deposit said withholdings on behalf of the Contestant to the appropriate agencies. The Contestants shall receive an IRS Form W2G from MDI and a copy shall be provided to the Lottery, upon request.

All prizes won by Contestants on the Program will be subject to the Lottery's debt setoff procedures.

F. ADDITIONAL ADDENDA AND/OR RULES

Any additional addenda and/or rules required by Producer for the competition will be provided to and/or briefed to the Contestants prior to the taping of each regular Episode and/or Game of the Program, and such rules and/or addenda, whether delivered in writing, via an instructional video or verbally during the competition, will be deemed added to this document and fully incorporated herein.

G. PRODUCTION IRREGULARITIES

All decisions regarding technical difficulties, mechanical failures, or human errors, including but not limited to the premature reveal of any Game material or elements, the malfunction of any piece of stage equipment or electronics the failure of any audio equipment, in connection with

the Program will be determined by Producer in its sole discretion and shall be final and binding on all Contestants and not subject to appeal.

If a technical difficulty, mechanical failure, human error or other possible irregularity affecting game play occurs during the taping of the Program, Producer will review the situation on a case-by-case basis and take appropriate action to preserve the fairness of game play and the integrity of the Program. If Producer, in its sole discretion, determines that a technical difficulty, mechanical failure, or human error has corrupted game play, Producer may take any remedial or reparative step which, in Producer's sole and absolute discretion, it deems necessary and/or appropriate. Furthermore, if it is deemed necessary by Producer, the Game may be "backed up" and restarted either from the "top" of the Round or from the point in play at which a correction was made. In such cases, scores, or positions and/or timings may be adjusted to reflect the change, and an appropriate disclosure would be made in the end credits. As previously indicated, Producer will resolve any disputes or misunderstandings, at its sole, absolute and final discretion.

H. MISCELLANEOUS RULES

A Contestant cannot stop game play to challenge a Game. If a Contestant wishes to challenge a Round, the Contestant may do so between Games (i.e., immediately following the conclusion of the Game in question but before the start of the next Game). Producer will look into each challenge and at its sole discretion, if Producer determines an error has been made, Producer will take corrective action. The extent and nature of this corrective action will be at Producer's sole and absolute discretion.

Any and all advice that may be given by the Host, the audience, other Contestants or Potential Contestants, Producers and/or other production personnel will be taken at the Contestant's sole risk. Contestants solely are responsible for any decisions they make or actions they take within the confines of the Program.

Contestants must make themselves available for the entire shoot day(s) (and any additional time reasonably requested by Producer) for the purpose of filming and recording the Program.

The order of the Games in which the Contestants compete, and all other aspects of the Program structure, will be determined at the sole discretion of the Producer

At no time may a Contestant attempt to impede, hinder or interfere with a fellow Contestant during the course of competition. Doing so may result in disqualification by the Producer, in its sole and absolute discretion.

No Contestant may collude, on or off-camera, with any other Contestant, Potential Contestant, Host, audience member, production personnel or otherwise try to "fix" (i.e., predetermine) the result.

If a human, technical or production problem occurs during the filming that adversely affects the Contestant's performance during the competition, Producer, at its sole discretion, may allow Contestant another attempt at that performance.

Unless approved in writing by Producer, Contestants are not permitted to share any prizes with any other Contestants or Potential Contestants they may compete against. Contestants and Potential Contestants will be monitored throughout the production.

The meanings of defined terms defined in these Official Rules shall carry over to each of the game Round rules

PRODUCER RESERVES THE RIGHT TO CHANGE, ADD TO, DELETE FROM, MODIFY OR

AMEND THESE OFFICIAL RULES AT ANY TIME AT ITS SOLE DISCRETION.

ALL DECISIONS OF PRODUCER ARE FINAL AND AT ITS SOLE AND ABSOLUTE DISCRETION.

FAILURE TO COMPLY WITH ANY OF THESE OFFICIAL RULES, INDIVIDUAL GAME RULES OR ANY OTHER RULES OR CODES OF CONDUCT SET FORTH BY THE PRODUCER, MAY RESULT IN A CONTESTANT'S AND/OR TEAM'S DISQUALIFICATION AT THE PRODUCER'S SOLE AND ABSOLUTE DISCRETION.

CONTESTANT ACKNOWLEDGES THAT CONTESTANT HAS READ AND UNDERSTANDS, AND AGREES TO ABIDE BY THE FOREGOING RULES, IN ACCORDANCE WITH THE CONTESTANT RELEASE AGREEMENT BETWEEN THE PRODUCER AND CONTESTANT.

Name

Signature

Date