

Dr. Phil “Phrase of the Day” Giveaway

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW.

1. **Eligibility:** Entrants must be: (a) eighteen (18) years of age or older; (b) a legal resident of one (1) of the fifty (50) United States or the District of Columbia (“DC”); (c) have no prior criminal record; and (d) currently enrolled in a community college, junior college and/or university (“College”). Employees of the Dr. Phil Show (the “Sponsor”), CBS Television Distribution, a division of CBS Studios Inc. (“CBS”), CBS Interactive (“CBSi”), Peteski Productions, Inc. (“Peteski”) and/or their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Sponsor reserves the right to require proof of eligibility, including current enrollment in College, and to conduct a background check on entrants, if applicable.

2. **Agreement to Official Rules:** By participating, the entrant (“You”) agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Giveaway.

3. **Giveaway Period:** Entries will be accepted online on the Dr. Phil Show (the “Series”) website accessible at drphil.com (the “Series Website”). starting at 12:00 a.m. (EST) on November 11, 2019 and ending at 11:59 p.m. (EST) on December 6, 2019 (the “Giveaway Period”). The Giveaway is divided into four (4) separate and independent weekly giveaways (each, a “Giveaway”), each Giveaway begins at 12:01 a.m. EST on Mondays and ends at 11:59 p.m. EST on Fridays (the “Giveaway Week”), during the Giveaway Period.

4. **How to Enter:** To enter any of the Giveaway, entrants must watch the Series and look for the Phrase of the Day, that will be announced on-air both visually and verbally during the episodes of the Series broadcast during the Giveaway Period. Entrants must then go to the Series Website, fully complete the online entry form, including adding the correct “Phrase of the Day.” You may enter **one (1) time per day** for a total of **five (5) unique entries** per Giveaway Week. The odds of winning depend on the number of eligible entries received per Giveaway. Entries from a Giveaway will not roll over to any other Giveaway.

Only entries containing the correct “Phrase of the Day” for the episode airing on the day the entry is submitted and fulfilling all Giveaway requirements, as specified, will be considered eligible to win the Grand Prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Sponsor.

5. **Prizes:** Each Giveaway shall award one (1) qualified winner (“Winner”) (for a total of four (4)) the sum of Five Thousand U.S. Dollars (\$5,000.00) [the “Grand Prize”]. There will be four (4) Grand Prize awards in total during the Giveaway Period, for a total amount of Twenty Thousand U.S. Dollars (\$20,000.00) in Grand Prizes.

Only one Grand Prize per entrant/per household for the duration of the Giveaway. The specifics of the Grand Prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted

except at Sponsor's discretion. The Grand Prize is nontransferable. Any and all Grand Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others by Winner is permitted. Acceptance of prize constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Privacy:** By entering, each entrant agrees to the Terms of Use and Privacy Policy as contained on the Series Website and the rules stated herein. Please refer to Sponsor's privacy policies for important information about the collection, use, and disclosure of personal information by Sponsor. Sponsor, CBS, CBSi and/or Peteski are not responsible for disclosures made by any third party. Sponsor, CBS, CBSi and/or Peteski have made reasonable commercial efforts to comply with Federal CAN-SPAM law and You and/or entrants may subsequently opt-out of receiving further emails by following opt-out instructions contained in the Series Privacy Policy. Entrants' personal information will not be provided to any third parties, other than as provided for in the Official rules or in accordance with the Series Privacy Policy.

7. **Winner Selection and Notification:** Winner will be selected by a random drawing, under the supervision of Sponsor, from all eligible entries received for each Giveaway. Winner will be notified by email and/or telephone within forty-eight (48) hours following selection of Winner. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the Grand Prize within seventy-two (72) hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the Grand Prize may be forfeited and an alternate Winner selected. Receipt by Winner of the Grand Prize offered in this Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering the Giveaway, You understand and agree that Sponsor and Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, picture, voice, likeness, image, statements relating to the Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes in connection with the Giveaway without any further compensation, notice, review, or consent.

9. **Terms & Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, Sponsor may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By participating in the Giveaway, You agree to release Sponsor, CBS, CBSi, Peteski, Dr. Phillip McGraw, and their respective companies, affiliates, subsidiaries, agents, officers, and directors (the "Released Parties") from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with entry into the Giveaway or the receipt, ownership or use of any Grand Prize or while traveling (if at all) to and from a location to obtain or use any Grand Prize. The Released Parties make no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Grand Prize. The Released Parties are not

responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by Sponsor, the user or by any of the equipment or programming associated with or utilized in this Giveaway or by any human error which may occur in the processing of the entries in this Giveaway and which may limit an entrant's ability to participate in this Giveaway. Sponsor can modify these official rules in any way or at any time, as long as Sponsor gives reasonable notice.

The Giveaway shall be governed by, construed and enforced in accordance with the laws of the State of California. Submission of an entry is acknowledgment of, and, agreement to be bound by all terms and conditions of these official rules. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized account holder of the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

11. **Disputes:** As a condition of participating in this Giveaway, You and/or entrant agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Los Angeles County having jurisdiction. Further, in any such dispute, under no circumstances shall You and/or entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than entrant's reasonable actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). You and/or entrant further waive all rights to have damages multiplied or increased.