

Deal Or No Deal Live
OFFICIAL RULES
2022-2023

NO PURCHASE NECESSARY TO PARTICIPATE IN THIS PROMOTION. PURCHASE OF A TICKET WILL NOT IMPROVE YOUR ODDS OF (i) BEING SELECTED AS A CONTESTANT OR (ii) WINNING A PRIZE. FOR FREE METHOD OF ENTRY, PLEASE SEE REGISTRATION SECTION BELOW.

DEAL OR NO DEAL LIVE IS BASED ON, BUT IS NOT IN ALL RESPECTS THE SAME AS, DEAL OR NO DEAL LIVE THE TELEVISION PROGRAM. THESE OFFICIAL RULES ARE THE SOLE RULES THAT GOVERN DEAL OR NO DEAL LIVE.

BY PARTICIPATING IN THIS PROMOTION (AS DEFINED BELOW), YOU HEREBY AGREE AND CONSENT TO THE FOLLOWING OFFICIAL RULES (“**OFFICIAL RULES**”), AND ACKNOWLEDGE THAT YOUR PARTICIPATION IN THIS PROMOTION SHALL BE GOVERNED BY THE FOLLOWING:

Sponsor: DEAL OR NO DEAL LIVE is produced by, and the Promotion is sponsored by OPEN THE CASE, LLC., 80 8th Avenue, Suite 301 New York, NY 10011

Definitions, Overall Rules and Eligibility

1. Definitions:
 - A. “**Venue**” shall mean the specific location where the individual attends the Show and/or registers for the Promotion. No Venue is a sponsor of the Promotion.
 - B. “**Producer**” shall mean Open The Case, LLC.
 - C. “**Show**” shall mean DEAL OR NO DEAL LIVE, based on the television program DEAL OR NO DEAL.
 - D. “**Promotion(s)**” shall include all on stage game play associated with the Show, as well as any audience giveaways as may be provided by Sponsor in its sole discretion.
 - E. “**Eligible Individual**” shall mean individuals who meet all criteria as set out in Official Rule #8 below.
 - F. “**Contestant(s)**” shall mean Eligible Individuals selected to participate as a contestant in the following game play: Full Games & Mini Games
 - G. “**Random Selection Process**” shall mean the process of selecting Eligible Individuals as Contestants, as set out in Official Rules #26 through #30 below.
 - H. “**Registration Form**” shall mean the registration form that each Eligible Individual who wishes to enter the Promotion must complete, which includes the Eligible Individual’s full name and date of birth.
2. The purpose of these Official Rules is to govern the Promotion associated with the Show through which Eligible Individuals can receive prizes through the game play described in Official Rules **#34 – #42** below. Although the Show is based on the DEAL OR NO DEAL television program, to the extent there are differences between the format of the television program and the Promotion, the Official Rules of the Promotion are as stated herein and govern the Show.

3. Each Show, including audience warm-up, will run approximately sixty (60) to ninety (90) minutes, depending on the venue requirements.
4. All prize values in these Official Rules are listed in US dollars for Promotion taking place in the United States and all prize values are listed in Canadian dollars for Promotion taking place in Canada.
5. The Promotion is subject to applicable federal, state, and municipal rules and regulations and all aspects of the Promotion are subject to the approval of the appropriate regulatory authorities. Void where prohibited or restricted by law.
6. **There is no ticket purchase required to participate in the Promotion, and the purchase of a ticket will not be considered a factor in determining Show Contestants. Only those who possess a valid ticket will be allowed into the Venue to watch the Show. Eligible Individuals selected to compete as Contestants in the Show who do not otherwise possess a valid ticket will be provided with a complimentary ticket in order to enter the theatre space to compete as a Contestant.**
7. All Show times are approximate. Venue and Producer reserve the right to modify Show times when there are extenuating and/or unforeseen circumstances.
8. **Eligibility Requirements**
 - a. **“Eligible Individual”** shall be defined as an individual resident of Canada or the fifty (50) United States (including Washington D.C., but specifically excluding any territories or possessions and residents from provinces/states listed in Official Rule # 8.b.v below) who has registered with the Producer who:
 - i. is 18 or older, and the age of majority in the state where the Show is held;
 - ii. is not deemed ineligible under Official Rule #9;
 - iii. has and presents on request a valid form of government issued photo ID, such as passport, driver’s license, or other identification;
 - iv. has not attended the Show at any venue more than four (4) times in the past calendar year AND has not participated as a Contestant in the Show at any Venue at any point during the past calendar year.
 - b. **The following individuals are not eligible:**
 - i. A) Employees or former employees (within the past year), directors or officers of Open The Case, LLC., Black Ink Presents, Endemol Shine North America, DEAL OR NO DEAL LIVE, any Venues, and/or booking agent(s) for any Venues or any promotional agency, advertising agency or prize supplier involved with the Show or any of their respective parent companies, subsidiaries, or affiliates; B) Immediate Family Member(s) (as defined below) of these directors, officers, agents or employees; and C) individuals sharing the same residence with any director, officer, employee, or agent involved in coordinating/executing Promotions or tournaments. As used herein, “Immediate Family Member” is defined as mother, father, spouse, domestic partner, children, son-in-law, daughter-in-law, mother-in-law, father-in-law, step-parents, step-children, sister, brother, grandmother, grandfather, grandchildren, and any relative or other person residing in the employee’s place of residence. Vendors, partners or anyone having a business relationship with Producer, Open The Case, LLC., Black Ink Presents, Endemol Shine North America, or anyone Producer, in its sole

discretion, deems to have an unfair advantage in connection with participating in the Promotion are also ineligible to participate in the Promotion.

- ii. Any members of the media associated with advance press and reviews to promote the Show.
 - iii. Any individuals who have received complimentary tickets in exchange for any good, service and/or pre-existing relationship, provided, however, any individual who may have won complimentary tickets in connection with sponsorships or promotions shall be eligible to participate provided he/she meets all other eligibility requirements.
 - iv. Those who have been prohibited from entering the Venue and/or any other properties owned or operated by the Venue.
 - v. Individuals who are residents of Quebec and Puerto Rico, and other US territories, commonwealths and possessions. However, individuals residing in these provinces/territories may attend the Show as non-participating ticket holders.
 - vi. **Individuals who are deemed by the production team and/or casino staff to be unfit or create an unsafe environment for the production team and/or casino staff will be designated to be ineligible to participate in the show.**
9. Any prize winners who are determined to not be Eligible Individuals by Producer must forfeit any prize(s) that he/she would otherwise have won while participating in the Promotion and such prize(s) will not be awarded. All decisions of Producer regarding the interpretation of Official Rules, eligibility, game play, the order in which Contestants compete, or any other aspect of the Show shall be made in Producer's sole discretion and will be final and binding on all Contestants without appeal. Prize(s) may only be awarded to Eligible Individuals.
 10. Venue and Producer reserve the right to modify or cancel the Promotion at any time, for any reason, subject to any applicable regulatory approval, if required.
 11. Eligible Individuals are responsible for any and all applicable taxes as may arise from participating in the Promotion and/or winning a prize.
 12. Venue and Producer are not responsible for lost, stolen, late, mutilated, or illegible Registration Forms nor for electronic transmission errors or delays resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, hardware, software, or telephone failures of any kind, lost or unavailable connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Venue, Producer, users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an Eligible Individual's ability to participate in the Promotion. All Registration Forms are the property of the Sponsor and will not be returned.
 13. If for any reason the Promotion and/or Show is not capable of running as planned, or an event beyond the control of Venue or Producer corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Venue and Producer

reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion.

14. Any attempt by any person to deliberately damage any program or to undermine the legitimate operation of the Promotion and/or Show may be in violation of criminal and/or civil laws and should such an attempt be made, Venue and Producer reserve the right to seek damages from any such person to the fullest extent of the law.
15. Venue and Producer are not liable for injuries or losses arising or resulting from participation in the Promotion and/or Show, are not liable for events or errors by its respective employees or independent contractors for negligent conduct and are not liable for any equipment or software malfunction or the outcome of such malfunction.
16. By participating in the Promotion, Eligible Individuals agree to these Official Rules. Venue or Producer may disqualify any person based on fraud, dishonesty, violation of Official Rules or other misconduct, whether or not directly related to the Promotion.
17. Without express authorization from Producer, attendees shall not be allowed to take pictures, videos, or take any other form of recordings via any other audiovisual means while in the theatre space. Producer and Venue reserve the right, in their sole discretion, to eject individuals found violating this rule from the Venue.

Attending the Show

18. Each person who enters a Venue's theatre space to watch the Show must have a valid ticket. Eligible Individuals selected to compete as Contestants in the Show who do not otherwise possess a ticket shall be provided with a complimentary ticket in order to enter the theatre space.
19. Ticket holders must register separately and in person to be possibly selected as a Contestant in the Show. The purchase of a ticket does not constitute registration into the Contestant pool, nor does it guarantee that a ticket holder will be selected to play as a Contestant.
20. Tickets are non-transferable and non-replaceable. Venue and Producer are not responsible for lost, forgotten or stolen tickets. Tickets are subject to review and verification.
21. Venue and Producer reserve the right to distribute additional tickets via advertising, direct mail or other promotion means.

Registration

22. Only Eligible Individuals are allowed to register to enter the Promotion. To register, the Eligible Individual will place a raffle ticket in a designated box to be chosen at random during the course of the show.
23. The registration window will open at scheduled doors opening time for the show and will close five (5) minutes before scheduled Show time, or at the Producer's discretion. The closing of the registration window can be extended at the discretion of Producer. No Eligible Individuals will be allowed to register after the registration window closes.
 - For illustration purposes only, if the scheduled Show time is at 8:00pm, doors open at 7:00pm. The registration window will open at 7:00pm and close at 7:55pm and no registrations will be accepted after 7:55pm, except for registrations from Eligible Individuals who were in line prior to 7:55pm.

- **PLEASE CHECK YOUR TICKET OR THE VENUE WEBSITE FOR THE SCHEDULED SHOW TIME AS IT MAY DIFFER FROM THE ILLUSTRATION ABOVE.**

24. Registration location will be dependent on venue and at the discretion of the Producer. Registration location will be accessible to both ticket holders and non-ticket holders. Show times are subject to change. An Eligible Individual may only register once. An admission ticket is not required to register.
25. An Eligible Individual who does not have a ticket and who has registered must be present in the registration area when his/her name or number is called in order to be confirmed as a Contestant in the Show. In the event a non-ticket holder is randomly selected as a Contestant and makes it known that he/she are present within the time period specified below and confirms he/she wishes to participate as a Contestant, Venue will provide him/her with a complimentary ticket to enter the Venue's theatre space.

Contestant Selection

26. The Contestant selection process shall be random ("Random Selection Process"), and Producer reserves the right to modify the structure of the Random Selection Process at its discretion. When registration is completed, all completed registrations (regardless of ticket purchase) will be eligible for selection. In the event electronic registration is used, names shall be randomly selected from the database; in the event registration cards are used, all cards shall be pooled together, and individual cards shall be selected.
27. Eligible Individuals who are selected as Mini Game Contestants will be ineligible to play the Full Game round or subsequent Mini Game rounds. Contestants who are selected for the Full Game round will be ineligible to participate in any Mini Game rounds. This rule does not apply to a Proxy Player, as defined below, or at any venues where it is deemed void.
28. When the name or number on a card is announced, the Eligible Individual named must immediately make it known that he/she are present. If, after fifteen (15) seconds, the Producer is unable to readily identify the person whose name or number was called as being present in the Venue, the Eligible Individual will be deemed absent, and another card will be drawn, and a new Eligible Individual will be selected as the Contestant. If the new Eligible Individual is absent, the process described above will be repeated until an Eligible Individual who is present is selected as the Contestant. Additionally, the contestant must present their card to the production team to confirm their name or number before participating. The game to which the Eligible Individual will play is at the sole discretion of the Producer and not based on the order in which the ticket was called.
29. In the event that an Eligible Individual is chosen by having his/her name or number randomly drawn, and does not wish to play the game, he/she may forfeit his/her participation in the Show, and Producer shall randomly select another Eligible Individual.
30. In the event that an Eligible Individual is unable to play due to physical injury, illness, infirmity or incapacity, said Eligible Individual may designate a proxy player to play on his/her behalf, provided such designated proxy player also meets the eligibility criteria set forth herein (the "Proxy Player"). All prizes won by the designee are the property of the original person whose name was selected.

Conditions for the Awarding of and Winning of Prize(s):

31. Awarding of prize is contingent on verification that Contestant was an Eligible Individual by verifying age, residency, and that the Eligible Individual was not deemed “ineligible” by virtue of past participation in the Promotion or Show or under any terms as set out in Official Rule # 8 above. In the event that an ineligible person participates in the event and is potentially eligible for prize, this person will be disqualified from winning the prize and the prize will be forfeited and will not be played for again.

AWARDING OF PRIZES FOR SHOWS IN THE UNITED STATES

32. In order to be confirmed as the winner of any prize, Eligible Individuals must also complete and sign a standard release form, including a publicity release (where permitted by law), confirming compliance with these Official Rules, accepting the prize as awarded and indemnifying and releasing Open The Case, LLC., Black Ink Presents, Endemol Shine North America, Venue and their respective parent companies, affiliates, subsidiaries, agencies, agents, respective directors, officers, employees, representatives, sponsors, successors and assigns (“Released Parties”) from any liability for any loss, harm, damages, claims, costs, causes of action or injury whatsoever including, but not limited to, personal injury, accident or death, property damage, disappointment or inconvenience arising from any act, omission or negligence whatsoever relating to this promotion as a result of participation in the event and/or the receipt, ownership, possession, use or misuse of any prize.

AWARDING OF PRIZES FOR SHOWS IN CANADA (OFFICIAL RULES #33 APPLY TO CANADA ONLY)

33. In order to be confirmed as the winner of any prize, Eligible Individuals must sign a standard release form, including a publicity release (where permitted by law), confirming compliance with these Official Rules, accepting the prize as awarded and indemnifying and releasing Open The Case, LLC., Black Ink Presents, Endemol Shine North America, Venue, Venue booking agent(s) and any other parties and their respective parent companies, affiliates, subsidiaries, agencies, agents, respective directors, officers, employees, representatives, sponsors, successors and assigns (“Released Parties”) from any liability for any loss, harm, damages, claims, costs, causes of action or injury whatsoever including, but not limited to, personal injury, accident or death, property damage, disappointment or inconvenience arising from any act, omission or negligence whatsoever relating to this promotion as a result of participation in the event and/or the receipt, ownership, possession, use or misuse of any prize.

Show Details

- 34. Each Show will run approximately sixty (60) to ninety (90) minutes.
- 35. During each Show, a selected Contestant will have a chance to win cash, non-cash prizes, and/or prizes through the game play described below.
- 36. Cash prizes will be paid either in the form of checks issued by the Producer and sent by mail to address provided by a winning Contestant or as cash, cash vouchers/winners tickets redeemable through the Venue.
- 37. All winning Contestants will complete a prize redemption form following the Show, as well as any applicable federal and state tax forms, when necessary.

38. Each Show will follow the same format, in this order unless otherwise modified by the Producer and approved and advanced with the necessary production staff:

- Opening
- Mini Game #1
- Full Game #1
- Mini Game #2
- Full Game #2
- Mini Game #3
- Full Game #3
- Final Raffle
- Closing

Pricing + Prizes

39. If Producer is providing cash prizes for Shows performed in the United States, all prize values and cash prizes shall be in US dollars (USD). For Shows performed in Canada, all prize values and cash prizes shall be in Canadian dollars (CAD). Approximate total retail value of potential prizes to be won per Show is four thousand US dollars (\$4,000.00 USD). Producer reserves the right, in its sole discretion, to increase or decrease the total value of prizes, as well as the total number of prizes to be awarded in any given Show.

40. If Venue is providing prizing for Shows performed in the United States, prize values will be at the discretion of the Venue based on a pre-existing prizing structure created by the Producer. The same will apply for Shows performed in Canada.

Mini Game & Full Game Processes

41. Mini Game Process

- High Low - A deck of 26 (26) playing cards are placed on a stand on stage. The host will turn one card over to reveal the face value and will ask the contestant to choose whether the next card drawn will be higher or lower. If the Participant is correct three time out of five tries, they get to choose a prize. If they are not, they leave stage and receive a consolation prize.
- 21 or Bust- The host turns over one oversized card to show the face value, hiding the value of the second card until later, essentially acting as a Blackjack dealer. The contestant rolls a pair of oversized dice on an angled plane until the accumulated value of all of their rolls is as close to 21 as possible, without going over. The host reveals his hand by turning over the second card, and if the contestant wins the hand by being closer to 21 than the host, they pick a prize from the briefcases. If they don't win they get a consolation prize.
- A Case of Chance – The contestant rolls the oversized die and if they land on an even number, they win a briefcase. (If they land on an odd number they get a consolation prize.) The host then offers the contestant the chance to win the prize in their briefcase or to select another briefcase to additionally win by rolling another even number. If they roll an odd number, they receive the consolation prize.

42. Full Game Process

- The Contestant will choose one (1) briefcase to hold onto during the course of the game. This case will be brought on stage with the randomized amount chosen before the game play began already sealed in the case. The Contestant will keep it next to them on the set until they make a Deal and open the case.
- The Contestant then chooses cases to open in rounds- five (5) cases in the first round, then four (4) cases, then four (4) cases, then three (3) cases, then two (2) cases. The number of cases to open per round is solely at the discretion of the Producers and may fluctuate depending on the venue.
- Between each round of opening cases, the Banker will call in to the host on the phone on set, and via the host, offer the Contestant a monetary buy out to buy the case they chose at the beginning of the game, get them to take a Deal and leave the stage. The formula with which the Banker calculates their offer is a proprietary formula and at the sole discretion of the Producers.
- The Contestant may choose to Accept the Deal and press the red button on the set, or say “No Deal” and close the plexi case surrounding the red button, which triggers the next round of play.
- If at any point the Contestant chooses to take the Deal, the original case is opened to see whether the offer taken is more than the prize in the original case chosen.
- All prizes will be distributed by the Venue. The method of communicating what the Contestant has won on stage will be contingent on the venue and Producers individual needs per the layout of the venue. At no point will the Producers distribute the cash or prizes in person on site themselves. Any prizes supplied by the Producers will be shipped to the winners at a later date.

43. GENERAL CONDITIONS

- **Privacy**
 - By participating in the Promotion, the individual grants to the Producer the right to use his/her likeness and registration information, including first name, last name and province/state of residence (“Personal Information”) without further permission or compensation for the purpose of administering the Promotion. The Producer will use Personal Information to conduct the random contestant selection drawing and to confirm each selected individual’s eligibility, including by “scrubbing” his/her name against Producer’s internal databases to ensure that he/she is eligible to play. After the drawing and eligibility verification, Producer shall promptly destroy all registration Forms containing any Personal Information of registrants other than major prize winners whose registration Forms will be destroyed once eligibility is confirmed.
 - By participating in the Promotion, individuals grant to Producer the right to use his/her Personal Information for the purposes set forth above and acknowledges that the Sponsor may disclose the Personal Information to third parties or service providers of the Sponsor in connection with the foregoing.
 - Unless prohibited by law, Producer may require an individual who has won a prize to complete and sign a publicity release granting Producer the right to use

additional personal information, including, without limitation, name, likeness, city/province, photographs or comments (collectively, “Additional Personal Information”) for publicity and promotional purposes relating to the Show without compensation or further permission. Said release may also give Producer the right to license or permit third parties to use the individual’s Personal Information or Additional Personal Information for matters relating to or associated with the Promotion or the Show.

- Individuals may also opt-in to receive mailings or promotional materials from the Venue. Such use of information will be governed by Venue’s privacy policy, available for public review at the Venue’s website.
- **General Release**
 - By participating in the Promotion, each individual releases and holds harmless the Released Parties from any and all liability for any loss, harm, damages, claims, costs, causes of action or injury whatsoever including, but not limited to, personal injury, accident or death, property damage, disappointment or inconvenience arising from any act, omission or negligence whatsoever relating to the Promotion or the receipt, ownership, possession, use or misuse of any prize.
- **Regulatory Oversight**
 - This Promotion is subject to all applicable state and municipal laws where the Venue is located and federal laws of the United States.
 - In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and any disclosures or other statements contained in any related materials including, but not limited to, any entry form or advertising collateral, the terms and provisions of these Official Rules shall prevail.

Based on the Format created by Dick de Rijk for Endemol Shine IP B.V. part of the Banijay Group



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