WHO WANTS TO BE A MILLIONAIRE
Walk In and Win – Three (3) Episodes as part of American Pride Week
Season 10
Official Rules

1. **Description:** *Who Wants To Be A Millionaire*, the syndicated television quiz show, is an on-air program of thirty (30) minutes in length (subject to change) (the "Program"). Producer, in its sole discretion, will select Contestants from the Contestant Pool to appear as Contestants who will play the game on the Program in which they can win up to One Million Dollars ($1,000,000) by correctly answering up to fourteen (14) multiple-choice questions of increasing difficulty ("Game"). Walk In and Win is a special three (3) episode edition of the Syndicated television quiz show, "Who Wants to Be a Millionaire" ("Walk In and Win"). During Walk In and Win potential Contestants will be selected from among individuals completing the Walk In and Win eligibility requirements (See Rule 2 below) and the qualification process as described below (See Rule 3 below). Contestants for each Walk In and Win episode will be chosen from the selected audience at the taping at the Producer’s discretion. The Producer reserves the right to adjust the taping schedule without advance notice.

2. **Eligibility:**

   a. **Walk In and Win in Season 10 will take place in three (3) episodes as part of American Pride Week wherein potential contestants must be either active military, veterans, firemen/firewomen and/or school teachers.**

   b. **Only individuals qualified through the Walk In and Win qualification process may be selected as Contestants on Walk In and Win. Contestants must be present (i) at the Walk In and Win qualification and (ii) in the audience during the taping of the Walk In and Win episodes in order to be eligible. Individuals who qualify for Walk In and Win will not be qualified as contestants for the standard Syndicated Program. Individuals who want to appear as Contestants on the standard Syndicated Program must qualify through the Syndicated Program audition process (see Syndicated Program Official Rules at www.millionairetv.com).**

   c. **Potential Walk In and Win Contestants must bring picture identification (Military and Veterans must bring their official Military/Veterans ID card, Teachers must bring their official school identification card and Firepersons must bring their official Firefighter identification card), proof of their social security number and proof of age and residency with them to the qualification. As picture identification potential Contestants must show a driver’s license, state identification card or passport. To verify age potential Contestants must show a driver’s license, passport, birth certificate or voter’s registration card. If the potential Contestant’s current address is different from the one printed on his/her driver’s license, he/she must also show a current utility bill as proof of his/her current address. As proof of social security numbers social security cards, current pay stubs (with the correct social security number) or current W2s will be accepted.**

   d. **Contestants must be U.S. residents of the fifty (50) United States or District of Columbia, and must be eighteen (18) years of age or older. No one under the**
age of 18 will be admitted to the qualification site.

e. Employees, their immediate family members (spouse, mother, father, daughter, son, sister, brother and their spouses), and those living in the same household, of The Walt Disney Company, Buena Vista Television, Valleycrest Productions, Ltd., 2waytraffic, Sony, official sponsors of the program, all "Who Wants To Be A Millionaire" production personnel, advertising agencies or any person or entity connected with the production, administration or judging of this Program or Network Program (defined below), or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not eligible. Employees, their immediate family members (spouse, mother, father, daughter, son, sister, brother and their spouses) and those living in the same household, of television stations broadcasting the Program, are not eligible. In addition, any individuals acquainted with any persons who are or have been connected with the production, administration or judging of the Program or the Primetime Program (defined below) are not eligible, if in the Producer's sole discretion, the individual's participation could create the appearance of impropriety. All eligibility determinations shall be made by Producer in its sole discretion.

f. Any individual who will be a legally qualified candidate for any type of political office at the time that the episode of the Program that he/she tapes is broadcast is not eligible

g. Individuals who have appeared on any television game show, excluding cable game shows, that (i) had its first original broadcast within one (1) year prior to the Walk In and Win qualification date or (ii) is intended to have its first original broadcast within one (1) year of the Walk In and Win qualification date, are not eligible.

h. All individuals who appeared on the ABC Television network primetime version of "Who Wants To Be A Millionaire" (including "Super Millionaire") edition Hosted by Regis Philbin ("Primetime Program") but only played the "fastest finger" game and did not earn the opportunity to sit in the hot seat and attempt to answer correctly up to fifteen (15) multiple choice questions of increasing difficulty to win up to either One Million Dollars ($1,000,000) or Ten Million Dollars ($10,000,000), if applicable ("Network Hot Seat") must qualify for the Program by going through the Walk In and Win audition process.

i. Any Potential Contestant must be available to travel to New York City, at their own expense, and provide their own accommodations and transportation in New York City for the duration of their appearance on the Program. Contestants are solely responsible for expenses incurred in connection with their appearance on the Program and the Producer will not reimburse any Contestant for such expenses

3. **Walk In and Win Qualification**: Walk In and Win qualification will be held in New York, NY. Individuals interested in appearing as contestants on Walk In and Win must be in the Walk In and Win line at Macaulay Honors College 35 West 67th St., Ground Floor, New York, NY 10023 by 7:00 am on October 18, 2011 ("Contestant Applicants") and
follow the instructions provided at this qualification site. No one will be admitted to the qualification site before 6:30 am. Admission to the qualification site is not guaranteed and is up to the sole discretion of Producer. Only individuals who want to attempt to become a Walk In and Win Contestant will be admitted to the qualification site. No one under the age of 18 will be admitted to the qualification site.

Contestant Applicants will be asked to confirm that they (i) meet all eligibility requirements stated in Section 2 (above) of these Walk In and Win Official Rules, (ii) have picture identification as described in 2.C above, proof of social security number and proof of age and residency with them. Contestant Applicants who do not satisfy all of the conditions above will be disqualified.

Each Contestant Applicant will be required to read and sign the Walk In and Win Official Rules and the Walk In and Win Contestant Release and Eligibility Form. If a Contestant Applicant refuses to abide by and sign the rules and the release, he/she will be disqualified.

4. Walk In and Win Contestant Selection: Contestant Applicants who meet all qualification requirements will continue with a brief interview. The Producer, in its sole discretion, will select a pool of Walk In and Win Contestants for the three (3) episodes from the audience group. The order in which Contestants will play the Game will be determined through a random selection process in the sole discretion of the Producer.

The Producer will randomly order the Walk In and Win Contestants selected from the audience for the three (3) episodes. The first Contestant’s name will be announced in the studio and the Contestant will walk to the stage to begin Game play. At the completion of the first Contestant’s Game play the second Contestant’s name will be announced and that Contestant will begin Game play. This procedure will continue until the three (3) episodes are completed.

The final episode of Walk In and Win must end with a Contestant completing Game play by either winning, stopping play or being eliminated. No Walk In and Win Contestant will be held over to complete Game play during a standard episode of the Syndicated Program. Walk In and Win Contestants who play the Game are ineligible to appear as Contestants on the Syndicated Program.

5. Walk In and Win Game Play:

A. All Contestants will be asked up to fourteen (14) questions determined by the Producer in its sole discretion to be of varying difficulty. Contestants must choose the most correct answer choice of the four (4) possible answer choices provided. The game shall be played in two distinct rounds.

i. **Round 1**

   **Dollar Values**

   In Round 1, the Contestant will face up to ten (10) questions of varying degrees of difficulty, as determined in the sole discretion of the Producer. The order of the dollar values for each of the first ten (10) questions in
Round 1 will be randomly shuffled by the game computer prior to game play. These dollar values shall include the following amounts: $100, $500, $1,000, $2,000, $3,000, $5,000, $7,000, $10,000, $15,000, $25,000. The total prize money available in Round 1 is $68,600 if all ten (10) questions are answered correctly. The Contestant will not be told the dollar value for any question in Round 1 until they answer the question, jump the question (see below), or walk away. The prize chart in Section 5, below, illustrates the potential outcomes during game play.

Questions

Prior to actual game play, the Round 1 questions will be randomly shuffled by the game computer. The Contestant, therefore, will face these ten questions in a randomized order of difficulty. The order of the questions will be randomized independently of the order of the dollar values. The questions will not be identified by level of difficulty during game play.

Game Play

During Round 1 game play, the Contestant will face up to ten questions, and may be able to take one (or more) of four actions: (a) answer the question; (b) use the “Jump the Question” lifeline (defined below); (c) use the “Ask the Audience” lifeline (defined below); or (d) walk away.

In both Rounds 1 and 2, the Contestant must lock in their answer by stating their answer choice and saying the words “final answer.” Once the Contestant has said “final answer,” the answer is locked and cannot be changed. If the Contestant does not say “final answer” the answer is not locked. The Contestant must also say “final answer” to confirm (and lock) their decision to walk away from the Game. The Contestant may change their answer until the Contestant says that the answer given is their final answer. All decisions regarding game question answers shall be at the sole discretion of Producer.

The Bank

Upon answering the question, the dollar value of the question is revealed to the Contestant, and if the answer was correct, that amount is added to the Contestant’s “Bank”. The prize money in the Bank accumulates with each correct answer. If the Contestant uses the “Jump the Question” lifeline, the value of the question jumped is not added to their Bank. For example, if a Contestant correctly answers questions worth $7,000 and $3,000, and jumps a $5,000 question, the amount of prize money in their Bank would total $10,000.

Safety Net

There is one “Safety Net” that the Contestant can acquire during the Game. If the Contestant answers the tenth (10th) question correctly, or has a “Jump the Question” lifeline available and uses it to jump the tenth
(10th) question, they cannot leave with less than $25,000 upon giving a subsequent incorrect answer.

If the Contestant answers any of questions one (1) through ten (10) in Round 1 incorrectly, the Game ends and the Contestant leaves with a $1,000 consolation prize. If the Contestant answers any of questions eleven (11) through fourteen (14) in Round 2 incorrectly, the Game ends and the Contestant leaves with $25,000.

Round 1 Walk-Away

If the Contestant chooses to walk away during Round 1, they will receive half of the prize money accumulated in their Bank. For example, if the Contestant has a total of $20,000 accumulated in their Bank, and chooses to walk away during Round 1, they receive $10,000.

Non-cash prizes

From time to time, in its sole discretion, the Producer may supplement one of the cash prize dollar values with a non-cash prize. If a Contestant correctly answers a question with a non-cash prize attached, the money is added to the Contestant’s Bank, and they also receive the non-cash prize. Any non-cash prize earned by the Contestant would be theirs to keep, and would not be forfeited in the event the Contestant answers a subsequent question incorrectly. The money added to the Contestant’s Bank would be treated like any other money in the Bank. An incorrect answer to a question with a non-cash prize attached would be treated the same as any other question, as described in these rules.

ii. Round 2

If the Contestant successfully completes Round 1 by correctly answering questions and/or using their “Jump the Question” lifelines, they move on to Round 2. In Round 2, the Contestant will face up to four (4) questions of increasing difficulty and increasing prize values. The values for these four questions are: $100,000, $250,000, $500,000, and $1,000,000, as illustrated on the prize chart in Section 5, below.

In Round 2 the total prize money for each correct answer does not accumulate in the Contestant’s Bank. The total prize money for answering a question correctly in Round 2 will equal the value assigned to the most-recently answered question in accordance with the prize chart below. In other words, the prize money accumulated in the Contestant’s Bank during Round 1 is completely replaced by the dollar figures in the prize chart below for each corresponding correct answer in Round 2. For example, if the Contestant answers the eleventh (11th) question correctly, the total prize money in their Bank would be $100,000, irrespective of the any prize money accumulated during Round 1.

Round 2 Lifelines
Any lifelines not used during Round 1 will be available to the Contestant during Round 2.

**Round 2 Walk-Away**

The Contestant may choose to walk away at any point in Round 2 prior to answering the question before them. Upon walking away in Round 2, the Contestant will receive the total amount of prize money in the Contestant’s Bank.

### iii. Lifelines

#### “Jump the Question”

The Contestant will start the game with two “Jump the Question” lifelines, which may be used at any time during game play, but not on the $1,000,000 question. The “Jump the Question” lifeline allows the Contestant to skip any of questions one (1) through thirteen (13) that they choose not to answer. Upon using this lifeline, the Contestant skips to the next question, but they also give up the opportunity to win the prize money or any non-cash prizes that had been assigned to the jumped question.

#### “Ask the Audience”

The Contestant is given one opportunity to ask the studio audience which answer to a game question they believe is correct. Members of the studio audience indicate their choices by pressing the key on their keypad corresponding to the correct answer. The Contestant will receive the results of the studio audience vote. The Contestant then has the choice of selecting an answer, jumping the question if that lifeline is available, or quitting the Game by stating they are walking away.

### iv. Time Limit

Contestants who fail to answer a question within a reasonable period of time, as determined in the sole discretion of the Producer, may be disqualified.

**B. Travel**

The Contestants for each Tape Date and specific episode, if applicable, will travel to New York City at their own expense, and provide their own accommodations and transportation for the duration of their appearance on the Program. The Producer is not responsible for any expenses incurred by Contestants in connection with their appearance on the Program and will not reimburse any Contestant for any such expenses. The Producer will determine how long the Contestant is required to stay in New York City. Based on the scheduling of Tape Dates, any Holdover Contestants and Unplayed Contestants may be required to remain available to return to the studio on the next available date that a standard Program will be taped. The travel and transportation
arrangements for all returning Holdover Contestants and Unplayed Contestants shall be the sole responsibility of the Contestant.

6. Prizes:

Contestants may win cash prizes corresponding to the number of questions answered correctly in accordance with the following prize table.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Correct Answer</th>
<th>Incorrect Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contestant can walk away with one-half (½) of the accumulated prize money in Bank</td>
<td>$1,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$1,000</td>
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<td>$1,000</td>
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<tr>
<td>9</td>
<td></td>
<td>$1,000</td>
</tr>
<tr>
<td>10</td>
<td>Upon answering the 10th question correctly, Contestant can walk away with all of the accumulated prize money in Bank</td>
<td>$1,000</td>
</tr>
<tr>
<td>11</td>
<td>$100,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>12</td>
<td>$250,000</td>
<td>$25,000</td>
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<tr>
<td>13</td>
<td>$500,000*</td>
<td>$25,000</td>
</tr>
<tr>
<td>14</td>
<td>$1,000,000*</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

*See below for distribution of $500,000 and $1,000,000 prizes

Provided the Contestant meets all requirements of Producer, cash prizes of Two Hundred and Fifty Thousand Dollars ($250,000) or less will be awarded to Contestants thirty (30) days following the date that the episode in which the Contestant completed Game play is first broadcast. Winners of cash prizes of Five Hundred Thousand Dollars ($500,000), who meet all requirements of Producer, will be awarded (i) Two Hundred and Fifty Thousand Dollars ($250,000) thirty (30) days following the date that the episode in which the Contestant completed Game play is first broadcast and (ii) Two Hundred and Fifty Thousand Dollars ($250,000) paid in equal annual installments over the following ten (10) years. Winners of cash prizes of One Million Dollars ($1,000,000),
who meet all requirements of Producer, will be awarded (i) Two Hundred and Fifty Thousand Dollars ($250,000) thirty (30) days following the date that the episode in which the Contestant completed Game play is first broadcast and (ii) Seven Hundred and Fifty Thousand Dollars ($750,000) paid in equal annual installments over the following twenty (20) years. In cases where a Contestant will receive the annual payments described above ("Periodic Payments"), the Producer reserves the right, in its sole discretion and without prior notice, to assign Producer's obligation and liability to make such payments to a third party.

Contestant acknowledges and agrees that Producer may enter into a Non-Qualified Assignment with Allstate International Assignments, Ltd. ("Allstate") to assume Producer's Periodic Payment obligation to the Contestant. Allstate's obligation for payment of the Periodic Payments shall be no greater than that of the Producer immediately preceding the transfer of the Periodic Payment obligation. Any such transfer, if made, shall be accepted by the Contestant without right of rejection and shall completely release and discharge the Producer from the Periodic Payments obligation assigned to Allstate. The Contestant recognizes that, in the event of such an assignment, Allstate shall be the sole obligor with respect to the Periodic Payments obligation. Allstate reserves the right to fund the liability to make the Periodic Payments by purchasing an annuity from Allstate Life Insurance Company. Allstate may have Allstate Life remit payments directly to the Contestant. The Contestant shall be responsible for maintaining a current mailing address for Contestant with Allstate.

In instances when the combined value of the Contestant's cash prizes, if any, is Six Hundred Dollars ($600) or more, the Contestant will receive a Form 1099, which is the form used to report such amounts to the Internal Revenue Service. Contestants should consult with their own tax advisors regarding the tax consequences of participating in the Program. Prizes are non-transferable.

7. **Publicity:** All Contestants and Potential Contestants understand and agree that all publicity in connection with the Program is under the sole control of Producer. Therefore, all Contestants and Potential Contestants agree to consult with Producer regarding any and all publicity (including, but not limited to, television, radio, print and online interviews, blog or chat room posts, communications on social media sites such as Facebook and Twitter, text messages, and any other form of electronic communication) in connection with the Contestant's involvement with the Program and shall not consent to any publicity without prior approval of Producer. Failure to comply with this provision may result in disqualification of the Potential Contestant or the Contestant's forfeiting of any prize won during his/her participation on the Program.

8. **General Conditions:** No purchase necessary. Void where prohibited. This Program and Game are being conducted under the supervision of Valleycrest Productions Ltd. By participating, each Contestant accepts and agrees to be bound by these rules and by the decisions of Valleycrest Productions Ltd. which are final and binding on all matters relating to all aspects of the Game, including, but not limited to interpretation of questions and answers. Rules and dates are subject to change. Producer reserves the right to change the number of questions and answers in each round.

Contestants for each Tape Date will be required to read and sign a Contestant release and eligibility form and a copy of the Program Official Rules. Failure by any Contestant
to sign the Official Rules and/or the Contestant Release will result in the Contestant's disqualification. Contestants agree to indemnify Valleycrest Productions Ltd., The Walt Disney Company, official sponsors of the Program, all Who Wants To Be A Millionaire production personnel, participating television stations, and their respective parents, affiliates, subsidiaries, officers, directors and employees, and to hold them harmless from any and all liability, claim, action, damage, expense and loss of any kind caused by or arising out of any statement or action or omission of Contestant during, or in connection with Contestant's participation in the Program or during, or in connection with any travel taken by Contestant. Failure by Contestant to agree with this requirement will result in Contestant's disqualification. Producer reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Program, acting in an unsportsmanlike or disruptive manner and/or with intent to annoy, accuse, threaten or harass any other individual, or in violation of these Official Rules. If the rescheduling of an Unplayed Contestant(s) to a new Tape Date, causes such Tape Date to become over booked, then the Producer reserves the right to reschedule initially scheduled Contestant(s) for such Tape Date, to another Tape Date. Further, if in Producer's sole discretion an exigent circumstance has occurred, Producer reserves the right to reschedule a Contestant(s) to participate on a future Tape Date of the Program instead of the Tape Date and specific episode, if applicable, for which the Contestant(s) was initially scheduled. Any Contestant who provides incomplete or incorrect information may be disqualified.

All federal, state and local laws and regulations apply. Contestants consent to the use of their name, voice, photograph or likeness, recordings and biographical information by Valleycrest Productions Ltd., and its parent, affiliated and subsidiary companies for advertising and promotional purposes, without additional compensation, except where prohibited by law. Producer is not responsible for full or partial preemption of any local programming. Producer reserves the right not to broadcast any segment up to and including a Contestant's entire appearance on the Program. Producer reserves the right to edit any portion of an episode of the Program not affecting the outcome of Game play. Any person attempting to defraud or in any way tamper with the Program will be disqualified and may be prosecuted to the full extent of the law.

9. Technical Difficulties: The Walt Disney Company, Valleycrest Productions Ltd., 2waytraffic, Sony, Who Wants To Be A Millionaire" production personnel, participating television stations, official sponsors of the program, and their respective parents, affiliates, subsidiaries, officers, directors and employees shall not be responsible for any technical malfunctions, fraudulent calls, printer or other errors, incorrect or inaccurate transmission of information whether caused by the player or by any of the equipment or programming associated with or utilized in this Program or any human error which may occur.

All technical difficulties or mechanical failures in connection with the Program will be handled at the sole discretion of the judges whose decisions are final. If a technical difficulty, mechanical failure, human error or other abnormality affecting Game play occurs during the taping of an episode of the Program, the judges will review the situation on a case-by-case basis and take appropriate action to preserve the integrity of the Program. If it is determined in the sole discretion of the judges that the technical difficulty, mechanical failure or human error corrupted Game play, the question in play will be discarded and a new question will be played.
10. **Rule Requirements**: For a copy of this set of official rules, send a self-addressed, stamped envelope to Millionaire Rules, 147 Columbus Avenue, New York, New York 10023 or visit millionairetv.com. Residents of WA and VT may omit return postage.

11. **Producer**: This Game is sponsored by Valleycrest Productions Ltd. Any questions concerning this Program should be directed to Valleycrest Productions Ltd., 500 Buena Vista Street, Burbank, California 91521-4178. Rules are subject to change without notice. Valleycrest Productions Ltd. reserves the right to change, add to, delete from, modify or amend its rules at its sole discretion.

12. **Acceptance**: By my signature below I hereby voluntarily and knowingly accept the foregoing terms and conditions of these Official Rules, which I have had the opportunity to read, as a condition of my participation in the Program, and attest that all representations and promises made by me to representatives of the Program are true, accurate and complete.

Dated:_________________________  Name (Print)  
Place:_________________________  (Signature)  
Alias:_________________________  (Address - Street)  
Social Security Number  
(City)  (State)  (Zip Code)  
Home Phone (Area Code) (Number)