***Endgame* Contest Official Rules, Terms and Conditions**

By participating in any portion of the *Endgame* contest (the "Contest"), you accept and agree that you are subject to, bound by and will comply in all respects with these Official Rules, Terms and Conditions (the "Official Rules"). It is your responsibility to be familiar with the Official Rules throughout the Contest Period (as defined below). The Official Rules will be available at www.endgamerules.com (the "Official Website") throughout the Contest Period.

You must comply with these Official Rules in order to remain eligible to win the Contest. Any violation, attempt to violate, or failure to comply with these Official Rules or any applicable law, rule or regulation (including, without limitation, privacy or cybersecurity laws or the terms and conditions of any software or other license) ("Applicable Law") may disqualify you from the Contest and subject you to liability under such Applicable Law.

Chance plays no part in the Contest.

REGISTRATION

The novel *Endgame: The Calling* is about the search for a hidden key. The Contest consists of numerous puzzles and associated clues, and the print and electronic versions of the novel (the "Book") contain some of the clues and puzzles to be used in Stage 1 (as defined below) of the Contest. Before participating in the Contest, participants must register for the Contest at www.keplerfuturistics.com and provide all requested information for Contest registration. Participation in the Contest requires (i) the Book; (ii) access to and use of the internet; and (iii) a standard Google internet account. Your progress throughout the Contest will be tracked by Third Floor Fun, LLC (the "Sponsor") and you will be provided with a website where you can access certain information about your progress throughout the Contest. In order to access such information, you must be logged into your Google internet account.

Purchases made in connection with mobile device applications affiliated with the Book will not help participants progress in the Contest. You are not required to download, use, or play the games offered by the mobile device applications related to the Book in order to participate in, or win, the Contest.

RULES OF PLAY

The Contest is offered by the Sponsor. HarperCollins Publishers L.L.C. (the "American Publisher") is not, nor is any other publisher in any other jurisdiction (collectively with the American Publisher, the "Publishers"), a participant, sponsor or administrator of, or in any way responsible for, conducting the Contest.

The clues contained in the Book may be useful in solving puzzles in the Book. The clues contained in the Book may lead you to other puzzles not contained in the Book, or the clues may be textual clues, visual clues, codes, cyphers and/or hyperlinks that lead to search results, image results, videos, mapping coordinates, stand-alone websites and/or social media. The Book may include information that could be construed as a clue, but may not be one. It is up to you to determine which information is useful in solving the Contest puzzles. Every participant will receive the same clues and puzzles (although clues and puzzles may be made available to some participants earlier than other participants based on the speed at which they solve the puzzles, as explained below). Audio versions of the novel do not contain the visual clues necessary to solve the Contest puzzles.

Although efforts have been taken to ensure that the information provided by the Sponsor for the purpose of allowing you to participate in the Contest is complete and accurate, some Contest clues and puzzles may appear inaccurate or in error. Some information may appear useful, but is not necessarily a clue. However, errors may inadvertently occur. If the Sponsor finds any inadvertent errors, the Sponsor will use

commercially reasonable efforts to correct the error. If you find something that you believe is an error, you may notify the Sponsor using the contact information at the end of these Rules.

The solution to each individual puzzle will ultimately lead to additional puzzles, until the final puzzle is reached. Some of the puzzles that must be solved in order to win the Contest will not be available on October 7, 2014 (the "Start Date"). Accordingly, completing the last puzzle that is available at any given time does not necessarily indicate completion of all the puzzles included in the Contest. Contest puzzles will be released in two stages during the Contest Period. The first stage ("Stage 1") of the Contest begins on the Start Date.

The second stage ("Stage 2") of the Contest will be divided into three phases, with the puzzles associated with each such phase being released on three separate dates. The date on which the puzzles in a particular phase are first made available will be determined solely by the Sponsor. These dates will be disseminated to the Contest participants using the contact information provided by participants at the time of Contest registration. A participant's access to the puzzles in each phase of Stage 2 will be determined based on when the participant solved the puzzles of the preceding Stage or phase of the Contest relative to other participants. Participants who solve the puzzles more quickly will be rewarded by gaining access to the next Stage or phase before participants who finished the puzzles at a later time. Early access to subsequent puzzles will be determined by a 10:1 ratio. After all of the participants who are entitled to have early access to the next phase of the Contest have been provided such early access, all remaining participants will be granted access to such subsequent phase at the time they successfully complete all puzzles in the preceding Stage or phase. For example, if Player C finishes phase 1 of Stage 2 after (i) the date on which the first puzzle in phase 2 of Stage 2 is made available and (ii) every participant who was entitled to have early access to phase 2 of Stage 2 has been provided with such early access, Player C will receive immediate access to the initial puzzle in phase 2 of Stage 2.

Information related to the release dates for the puzzles in Stage 2, including how to access the first puzzle in the next phase of the Contest, will be disseminated by the Sponsor to the participants using the contact information provided by participants at the time of Contest registration. The Sponsor, its direct and indirect parents, subsidiaries, affiliates, and each of their respective directors, officers, employees and agents (collectively, the "Sponsor Parties"), distributors, web designers, advertisers, fulfillment providers, insurance agencies, judging agencies, anyone involved in the administration, development, fulfillment and execution of the Contest, including, without limitation, any entity that contracts with the Sponsor to display the Grand Prize (as defined below) (which, as of the publication of these Official Rules, is Desert Palace, Inc. d/b/a Caesars Palace), and each of their respective parent, subsidiary and affiliated companies (collectively, the "Contest Parties"), and the Publishers assume no responsibility or liability whatsoever for the fact that all or certain portions of the Contest may not be provided to all participants simultaneously or for a participant's failure to begin a particular portion of the Contest at the moment in which such portion of the Contest is made available to such participant (regardless of the reason). For the avoidance of doubt, any party that contracts with the Sponsor to display the Grand Prize (which, as of the publication of these Official Rules, is Desert Palace, Inc. d/b/a Caesars Palace) and/or any of its affiliates and/or parents is a Contest Party, but is not a Sponsor of this Contest, and the Publishers are not Contest Parties. Purchases made in connection with mobile device applications affiliated with the Book will not allow participants to access puzzles associated with the Contest and will not assist participants in advancing in the Contest.

The first person eligible to win the Contest who is able to solve all of the puzzles of the Contest will receive a key that will unlock the Grand Prize. Neither the key nor the Grand Prize is located in any location where participation in the Contest would require or involve disrupting, disturbing, defacing, or trespassing upon any location, object, place or surface. The puzzles can only be solved by applying your individual intellect and skill. Chance plays no part in the Contest.

If you participate in the Contest (i) in a way that is disruptive to any other participant, (ii) in a way which may be seen to annoy, abuse, threaten, or harass any other participant or person, or (iii) in a way which gives you an unfair advantage over any other participant (including, without limitation, attempting to "hack" any of the websites and/or electronic media utilized in the Contest), you may be immediately disqualified from

the Contest. You expressly agree not to make public, regardless of the medium, what you believe to be a correct or incorrect solution to any of the puzzles (or portions thereof) included in the Contest. Failure to comply with the previous sentence may result in your immediate disqualification from the Contest. You can use only one Google internet account to participate in the Contest. Use of more than one Google internet account by you to participate in the Contest will result in immediate disqualification from the Contest.

ELIGIBILITY

The Contest is not open to any director, officer, employee, or agent (or a director's, officer's employee's or agent's immediate family or household member) of (i) the Sponsor; (ii) any Sponsor Party; (iii) any Contest Party; or (iv) any Publisher.

You must be a natural person who is at least thirteen (13) years old to participate in the Contest. However, if the jurisdiction in which you reside requires a higher age of eligibility to participate in promotions similar to the Contest, such higher age of eligibility shall apply. Individuals who have not reached the age of majority in the jurisdiction in which they reside are required to seek permission from their parent or legal guardian prior to participation in the Contest. To be eligible to win the Grand Prize, the winner of the Contest or the winner's parent or legal guardian, as applicable, must sign the W-9 Form (as defined below), the Affidavit (as defined below) and, if permissible in the respective jurisdiction, submit to the Background Check (as defined below) (collectively, the W-9 Form, Affidavit and Background Check will be referred to as the "Prize Documents") when, and if, requested by the Sponsor. The Prize Documents must be returned to the Sponsor within the applicable time periods identified below.

The Book may be purchased by anyone wherever the Book is sold. However, your eligibility to participate in the Contest will be determined by the Applicable Law in the jurisdiction where you reside and these Official Rules. The Contest is void to residents of any jurisdiction in which participation in the Contest would violate Applicable Law.

HOW A WINNER IS DETERMINED

The first eligible participant to solve all of the puzzles, receive the key and have such verified by the Sponsor in the manner set forth below, will be able to open a case containing the Grand Prize. The Contest will run from the Start Date until the earlier of (i) the date on which all of the puzzles have been solved, the key has been received, the winner has been verified, and Sponsor has publicly announced the winner of the Contest, or (ii) October 7, 2016 (the "End Date") (the time period that the Contest runs will hereinafter be referred to as the "Contest Period"). The Sponsor will contact the first person who has solved all of the puzzles in the Contest using the contact information provided by the prospective winner at the time she or he registered for the Contest. If necessary, the Sponsor will continue to contact persons who have solved all of the puzzles in the Contest, in the order in which they completed the Contest, until an eligible participant has been verified the winner of the Contest. Until the Sponsor has publicly announced the winner of the Contest, the person contacted by Sponsor agrees that she or he will not make any public announcements during the Contest Period on social media websites, blogs or other media platforms that she or he has solved all of the puzzles or that she or he has been contacted by Sponsor in connection with solving all of the puzzles. The Grand Prize will be awarded to only one winner. In the event that no eligible participant has solved all of the puzzles by the End Date, subject to the other eligibility conditions contained herein, a winner will be determined by the Sponsor based on which participant has advanced the furthest in the Contest during the Contest Period pursuant to the Sponsor's internal tracking systems. The verification process will require a prospective winner to demonstrate, to the Sponsor's sole satisfaction, successful completion of each of the puzzles included in the Contest. In the event of a tie, a skill-based tiebreaker puzzle will be given. In order to maintain his or her eligibility, the winner (or his/her parent or legal guardian, if applicable) will be required to execute the Prize Documents.

Only one person can win the Contest. Accordingly, collaboration between participants is strictly prohibited. If, notwithstanding the aforementioned express prohibition, participants collaborate in the Contest, such

collaborating participants, by participating in the Contest, release the Sponsor Parties from any liability in connection with any agreement or arrangement they may have among one another. If, for any reason, any Sponsor Party incurs any costs or expenses, including any legal expenses and costs, in connection with an agreement between collaborating participants, all collaborating participants agree, jointly and severally, to reimburse such Sponsor Party for any and all such costs and expenses.

THE GRAND PRIZE

The winner of the Contest will receive a prize of gold coins valued at approximately U.S. $500,008.00 as of August 11, 2014 (the "Grand Prize"). The Grand Prize must be accepted as awarded and there is no cash substitution allowed. There shall be no prizes other than the Grand Prize.

All applicable tax liabilities arising from winning the Grand Prize are the sole responsibility of the Contest winner. In non-U.S. countries, the Grand Prize, or a portion thereof, may be withheld pending receipt of confirmation of appropriate taxes being paid or withheld. The prospective winner must sign and return to the Sponsor, within five (5) business days of being notified by the Sponsor that the prospective winner may have won the Contest, an Internal Revenue Service ("IRS") Form W-9 (collectively with any other relevant tax reporting form that the Sponsor deems to be reasonably required by the relevant jurisdiction for a similar purpose, "W-9 Form"). At the end of the tax year for which the Grand Prize is awarded, the winner will be issued an IRS Form 1099 (and/or any other relevant document depending on the winner's country of residence) reporting an amount equal to the value of the Grand Prize for income tax purposes. The winner must report the Grand Prize to the IRS or any other relevant taxing authorities in accordance with Applicable Law. If the prospective winner: (i) fails to sign and return the W-9 Form within the required time period; (ii) does not provide to the Sponsor (or any party acting on its behalf) a unique, personal and valid social security number assigned to herself/himself personally within the required time period (or its equivalent in the relevant jurisdiction); (iii) is not properly registered with tax authorities; or (iv) has not fully complied with tax regulations in his/her jurisdiction, so that the Sponsor (or any party acting on its behalf) cannot accurately report the tax liability associated with acceptance of the Grand Prize, the prospective winner will be deemed to have forfeited any and all right to the Grand Prize and the next person to solve all of the puzzles during the Contest Period, receive the key, and be verified by the Sponsor will be declared the winner. In the event of a tie, a skill-based tiebreaker puzzle will be given. The winner should seek independent tax counsel regarding the various tax implications of winning and accepting the Grand Prize.

The winner could be required to take time off and travel to or within the United States in order to collect the Grand Prize. It is the sole responsibility of the winner to make arrangements to collect the Grand Prize and any costs incurred in connection therewith shall be at the winner's sole cost and expense. The winner will have to cover his/her own travel and accommodation costs necessary in order to collect the Grand Prize. However, there are no costs or fees charged by the Sponsor from the winner in order to collect the Grand Prize.

PUBLICITY AND PRIVACY

The prospective winner will be required to execute an Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"). The Affidavit will confirm that the prospective winner meets all eligibility requirements for the Contest and is not in violation of Applicable Law. If the prospective winner is found to be in violation of Applicable Law or any rule, term or condition of the Contest, the prospective winner may be disqualified using due discretion and, in such case, the Grand Prize will not be awarded to that person. Disqualification may occur, if the violation led to an advantage of the prospective winner towards the other participants in the Contest. In the event the prospective winner is not the age of majority in the jurisdiction in which he or she resides, the minor's parent or legal guardian will be required to execute the Affidavit in order for such prospective winner to claim the Grand Prize. If the prospective winner or the parent or legal guardian of the prospective winner, in the event the prospective winner is not the age of majority, refuses to sign the Affidavit within five (5) business days of being requested to do so by the Sponsor, the prospective winner will be disqualified. In the event of disqualification, the next person to solve all of the puzzles during

the Contest Period, receive the key and be verified by the Sponsor will be declared the winner. In the event of a tie, a skill-based tiebreaker puzzle will be given.

Subject to Applicable Law, the winner shall grant the Sponsor Parties, the fully-assignable, absolute, worldwide, perpetual and irrevocable right and permission to use the winner's likeness, image, appearance, voice, name and/or any material based upon or derived therefrom ("Likeness") in any manner or medium now known or hereinafter devised, for all commercial and non-commercial uses. The winner shall accept any publicity associated with winning the Contest as sole and complete consideration for executing the Prize Documents, and shall waive and shall not be entitled to any claim for additional compensation or remuneration related to the use of the winner's Likeness (unless such waiver is prohibited by Applicable Law, in which case, winner shall accept a portion of the total Grand Prize, to be determined by the Sponsor in its sole and absolute discretion, as consideration for such waiver). The winner consents to the Sponsor Parties doing or failing to do any act that would otherwise infringe the winner's "moral rights" or other equivalent statutory or common law rights.

The Sponsor may require the winner to participate in publicity events related to the Book and the Contest, except where prohibited by Applicable Law. The winner may be required, in the Sponsor's sole discretion, to submit to and cooperate with a confidential background check to confirm eligibility and to help determine, in the Sponsor's sole discretion, whether the use of any such person's name or likeness in advertising or publicity for the Book or the Contest will bring the Sponsor into public disrepute, contempt, scandal, or ridicule, or otherwise reflect unfavorably on the Sponsor, the Book, or the Contest in the Sponsor's sole discretion ("Background Check"). A Background Check will be consistent with Applicable Law and no individual under the age of eighteen (18) will be subject to a Background Check. The Sponsor reserves the right to refrain from conducting any advertising or publicity associated with the winner for any reason.

Except as otherwise contemplated in these Official Rules, information collected by the Sponsor in connection with the Contest will be used by the Sponsor in accordance with the privacy policy posted on the Official Website. Information collected in connection with this Contest may be shared with the Contest Parties, the Sponsor Parties, and any of the Sponsor's other partners, including without limitation the Publishers (collectively, "Information Recipients"). By participating in the Contest, you expressly grant the Information Recipients the right to use such information for any and all purposes that are permissible pursuant to Applicable Law and not in violation of any of the Information Recipients' then existing privacy policies. The Contest Parties, the Sponsor Parties and any of the Sponsor's other partners may have their own privacy policies that differ from the privacy policy applicable to the Contest. The Sponsor encourages participants to review the privacy policy of any other website they may visit in connection with the Contest.

LIABILITY DISCLAIMER

The Sponsor Parties and the Publishers and each of their respective directors, officers, employees and agents, expressly disclaim any responsibility or liability with regard to any of your actions in connection with the Contest, including searching for the key, and you will be solely responsible for any liability or damages in connection with your violation of Applicable Law or any damage to property. For the avoidance of doubt, the Publishers are not Sponsor Parties.

None of the Sponsor Parties or the Publishers shall be responsible or liable if you reside in a jurisdiction that does not allow this type of contest. None of the Sponsor Parties, the Contest Parties, or the Publishers assumes any risks, liability or costs incurred for anything that you or any other individual does in connection with the Contest. None of the Sponsor Parties, the Contest Parties, or the Publishers will be liable to you for any damages, personal injury or death arising out of or in connection with the Contest or these Official Rules. Applicable Law may not allow this limitation or exclusion of liability for incidental or consequential damages, so the limitation or exclusion may not apply to you. In such cases, the relevant party's liability will be limited to the maximum extent allowed by Applicable Law.

None of the Sponsor Parties or the Publishers provides liability insurance for the protection of individuals, groups, organizations, businesses, spectators, or others who may participate in the Contest.

The Sponsor Parties, the Contest Parties and the Publishers assume no responsibility or liability for: (i) any incorrect or inaccurate entry information provided by a participant at the time of registration for the Contest, or for any faulty, failed, garbled or jumbled electronic data transmissions related to the Contest; (ii) any human error, technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (iii) inaccessibility or unavailability of the internet or any combination thereof; or (iv) any injury or damage to your or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download any materials related to the Contest. If, for any reason, the Contest is not able to run through completion for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, severe weather events (including, but not limited to rain, thunderstorms, flooding, or earthquake), fire, explosion, act of God, equipment failure, any other cause not reasonably within the Sponsor's control, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, without further liability to any of the participants or third parties.

You release the Sponsor Parties, the Contest Parties and the Publishers, to the maximum extent permissible by Applicable Law, from and against any and all liabilities, losses, claims, demands, causes of action, settlements, judgments, costs, inspections, damages, fees (including, without limitation, attorney's fees, in-house legal fees, professional, medical, expert and consultant fees, investigative costs and expenses) of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (i) accessing any of the Contest materials; (ii) entering or otherwise participating in any aspect of the Contest; (iii) the receipt, ownership, use or misuse of the Grand Prize; (iv) preparing for, participating in or traveling in connection with the Contest or any event in connection with the Contest; (v) any and all actions of other participants, including, but not limited to, interactions between you and other participants when engaged in solving the puzzles individually or cooperatively (notwithstanding the express prohibition contained herein); (vi) any typographical or other error in these Official Rules, any announcement related to the Contest, and the announcement of the winner of the Grand Prize; and (vii) any libel, slander, defamation, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of your Likeness or the exercise of any rights granted to any of the Sponsor Parties, the Contest Parties, the Publishers and their respective partners in connection with the Contest.

In connection with the general release set forth herein, you hereby expressly (i) assume the risk that there may be relevant facts or circumstances which may be materially different than those presently known to (or believed to be true by) you, and (ii) waive the applicability of Section 1542 of the California Civil Code and of any similar law to the release provided for in these Official Rules.

Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, you agree that, by entering the Contest: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs and expenses incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased. The winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered. The Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of the Grand Prize.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist.

INTERPRETATION AND DISPUTES

The Official Rules are subject to the Sponsor's interpretation and all decisions and interpretations made by the Sponsor will be final. Any interpretations of, explanations of or revisions to the Official Rules shall become effective immediately upon posting on the Official Website. You agree that by your continued participation in the Contest or use of the corresponding mobile device applications and websites, you will be deemed to have accepted any such interpretations, explanations or revisions.

Except as otherwise provided in these Official Rules, any dispute, claim or controversy between you and the Sponsor arising out of or relating to these Official Rules or the Contest which cannot otherwise be settled may be submitted to and be determined by arbitration in the manner set forth in this paragraph. The arbitration will be administered by JAMS in New York, New York, before one arbitrator, pursuant to the then-current JAMS Streamlined Arbitration Rules and Procedure. Judgment upon the arbitration award rendered by the arbitrator may be entered by any court having competent jurisdiction. If Applicable Law prohibits binding arbitration as to any claims ("Non-Arbitrable Claims"), the Sponsor and you agree to submit all claims to arbitration, the arbitration will be non-binding as to only the Non-Arbitrable Claims, and the arbitration will be binding as to all other claims. Costs of arbitration will be borne equally between the parties, unless otherwise required by law. The Official Rules, the Contest and any related disputes are governed by the laws of the United States and the State of New York. You agree to submit to the personal jurisdiction of, and venue in, without any claims of inconvenient forum, the state and federal courts located in New York, New York for the purpose of litigating the Non-Arbitrable Claims.

INDEMNIFICATION

To the fullest extent permitted by Applicable Law, you agree to defend and indemnify the Sponsor Parties, the Contest Parties and the Publishers from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, losses, costs, damages, and/or expenses in law or equity, contract or tort (including, without limitation, attorney's fees, in-house legal fees, professional, expert and consultant fees and expenses) of every kind and nature whatsoever that in any way arise out of, or are caused in whole or in part by, your actions or inactions related in any manner to your participation in the Contest or relating in any manner to these Official Rules.

If anyone brings a claim against any of the Sponsor Parties, the Contest Parties or the Publishers related to any violation of the Official Rules by you, or related to your use of a corresponding mobile device application or website, or your actions or inactions or your conduct in any way related to the Contest, you agree to defend and indemnify the Sponsor Parties, the Contest Parties and the Publishers, and hold them harmless from any and all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to any such claim.

You further agree to defend and indemnify the Sponsor Parties, the Contest Parties and the Publishers from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, losses, costs, damages, and/or expenses in law or equity, contract or tort (including, without limitation, attorney's fees, in-house legal fees, professional, expert and consultant fees and expenses) of every kind and nature whatsoever that in any way arise out of, or are caused in whole or in part, by your partners, friends, family, associates, agents, representatives, employees, delegates, assignees, operators, or any other individual or entity associated with you that relate in any manner to the Contest.

Your defense and indemnity obligations to the Sponsor Parties, the Contest Parties and the Publishers apply exclusively in case of and to the extent of your active or passive negligence or willful misconduct by you and your associates. This defense and indemnification obligation covers, without limitation, all claims

that in any way arise out of or relate to personal injury, bodily injury, death or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or infringement or violation of a third party's intellectual property rights, rights of publicity, privacy or moral rights, or any equivalent statutory or common law right.

You hereby agree on behalf of your heirs, executors, administrators, and assigns, to defend and indemnify the Sponsor Parties, the Contest Parties and the Publishers jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss, injury, or death, which hereafter may be sustained by participating in the Contest.

Notwithstanding each of the indemnification obligations contained herein, each of the Sponsor Parties, the Contest Parties and the Publishers expressly reserve the right to independently defend any such action at their sole cost and expense if such person elects to do so.

TRADEMARKS AND COPYRIGHTS

You are responsible for complying with copyright and other intellectual property laws. You should assume that everything you see or read in the Book or on any corresponding mobile device application or website during the Contest is protected by copyright law unless otherwise stated, and that you may not reproduce, prepare derivative works of, distribute copies to the public by sale, other transfer of ownership, or by rental, lease, or lending, or perform or display publicly, any copyrighted work, unless you receive permission from the copyright owner or are permitted to do so by Applicable Law.

Third Floor Fun, LLC, *Endgame* and *Endgame: The Calling* are trademarks of the Sponsor, its affiliates or the Publishers. All other trademarks, service marks, logos, product or service names used in connection with the Contest are the property of their respective owners.

CORRESPONDING MOBILE DEVICE APPLICATIONS AND WEBSITES

You agree to comply with the terms and conditions governing use of the Sponsor's websites, its mobile device applications, and all other software applications (collectively, the "Terms and Conditions"). The Sponsor's partners, agents, and affiliates, including the Sponsor Parties, the Contest Parties and the Publishers, may have their own websites, mobile device applications and software applications, which are governed by separate terms and conditions. The Sponsor encourages you to locate and review the terms and conditions of any other third-party website, mobile device application, or software application you may use in connection with the Contest. Failure to comply with the Terms and Conditions, or the terms and conditions of any other third-party website, mobile device application, or other software application you use in connection with the Contest, may result in your disqualification from the Contest.

If you are using a non-supported website browser or mobile device, you may be served a page that (i) states that your browser or device is not supported, and (ii) directs you to update your browser, or to use a supported desktop/laptop computer to participate. Similarly, if you are using a device that does not meet the minimum system requirements necessary to view and manipulate the Contest's content, you may not be able to view such content in the manner in which it was intended, if at all. While all efforts are made to support major current browsers and devices, new browsers and devices may not be supported if brought to market after the development of the Contest and older browsers and devices may not be supported at all. None of the Sponsor Parties, the Contest Parties or the Publishers shall be held responsible for any browser or device supporting issues.

You may not publicly display the contents of the Sponsor's applications or corresponding websites without the Sponsor's express consent. If you choose to link to or use information from the Sponsor's applications and/or websites, it is your responsibility to verify that the information contained within those links is correct before relying on it. Links and the information contained therein may be changed or updated at any time and without notice.

The Sponsor's mobile device applications and/or websites and any links are provided on an "AS IS" and "AS AVAILABLE" basis. No warranties of any kind are expressed or implied and you waive any claims related to any inaccuracy, omission or availability of the information presented on the Sponsor's mobile device applications and/or websites and any website to which the Sponsor has provided hyperlinks. None of the Sponsor Parties shall be responsible for any delays arising from a site that is not available. Due to the inherent nature of the internet, errors, interruptions and delays in service may occur at any time.

If you send an email, text, image, audio or other content to the Sponsor's mobile device applications and/or websites you grant the Sponsor and/or the Sponsor's designees the right to permanently store and use that content anywhere on its websites or any other website or media without payment or any compensation whatsoever.

ONLINE FORUMS

The Sponsor may create forums or pages on Twitter, Facebook, YouTube, Instagram and on other social and electronic media where you are able to post information and material related to the Contest or the Book ("Online Forums"). This information may be viewed by others. The Online Forums are provided for participants' non-commercial use and for the exchange of lawful, relevant and appropriate information. Any use of an Online Forum that does not meet these purposes is strictly forbidden. Use of an Online Forum in violation of these Official Rules may affect your eligibility to participate in the Contest.

When you use an Online Forum you agree to comply with the Sponsor's terms and conditions posted on the Online Forum, in addition to the terms and conditions set forth by the Online Forum's service provider. You agree that the Sponsor, in its absolute discretion, has the right to remove you from any Online Forum if you fail to comply with the Sponsor's or the Online Forum's terms and conditions.

OTHER TERMS AND CONDITIONS

The Contest solution has been independently verified and recorded, and is maintained and sealed in a secure location. The Contest is provided "AS IS".

The Contest solution will be revealed after a winner is determined and verified, either on a corresponding website or in a subsequent publication.

All puzzles contained in the Book and/or disseminated throughout the Contest Period are based on general public knowledge. Puzzles based on a literary work, motion picture or other art form do not constitute, and are not intended to indicate, an affiliation with, connection to, or sponsorship by any Sponsor Party, Contest Party or Publisher to such literary work, motion picture or other art form in any way.

The Sponsor reserves the right to modify, delay, or terminate the Contest in the event solutions are made public or otherwise shared, or if the Contest becomes compromised or corrupted in any way. In the event the Contest is terminated, the Sponsor will award the Grand Prize to the participant who has advanced the furthest in the Contest, pursuant to the Sponsor's internal tracking systems, at the time the Sponsor terminates the Contest. In the event of a tie, a skill-based tiebreaker puzzle will be given.

If any provision in these Official Rules is declared to be invalid for any reason, the balance of these Official Rules shall remain in full force and effect.

CONTACTING US

If you need to contact the Sponsor please contact the Sponsor at questions@endgamerules.com with an e-mail of less than 250 words or by mail with a letter less than 250 words addressed to Endgame Rule Questions, 25 Old Kings Highway – Suite 13, P.O. Box 254, Darien, CT 06820-4608. Any e-mail or letter

sent to the Sponsor which is greater than 250 words will not be read. Because of the high volume of e-mail and letters, the Sponsor may not respond to all email or letters unless in the Sponsor's discretion a response is imperative. Please include your name, e-mail address, physical address and telephone number on any correspondence.

To obtain the name of the winner, send a request and a self-addressed, stamped envelope to Endgame Winner Requests, 25 Old Kings Highway – Suite 13, P.O. Box 254, Darien, CT 06820-4608 by January 31, 2020.

THIRD FLOOR FUN, LLC
PRIVACY STATEMENT

This privacy statement (the "Privacy Statement") describes the privacy practices for Third Floor Fun, LLC ("TFF" or "we") in connection with the collection of information that identifies individuals or can be used to identify or contact individuals ("Personally Identifiable Information") including those located in the European Union ("EU") and Switzerland and transferred to TFF, or third parties on its behalf, located in the United States. TFF respects the privacy of those persons who provide Personally Identifiable Information to TFF ("you," "your," "user," or collectively "users") and is committed to protecting the privacy of the Personally Identifiable Information we collect from you. The purpose of this Privacy Statement is to inform you about what information we collect from you, how we use and may disclose that information, and the choices you have regarding our use of, and your ability to correct or update, the information. By providing Personally Identifiable Information to TFF, you expressly consent to the use and disclosure of information as described in this Privacy Statement.

What Information We Collect and How We Collect Information

We collect Personally Identifiable Information in several ways through your engagement with TFF, including from forms you submit to us, or personal correspondence, such as emails or letters that you send to us. We may ask you to voluntarily provide us with Personally Identifiable Information. We may collect the following types of Personally Identifiable Information: your name, email addresses, postal addresses, telephone number, date of birth, gender, age, geographic location, and any other information necessary to comply with applicable laws and regulations or maintain TFF's business operations.

We may also receive Personally Identifiable Information from third parties. Our use of information received from a third party will be dictated by the third party's privacy policies and not this Privacy Statement.

Why We Collect, and How We Use, Personally Identifiable Information

TFF collects Personally Identifiable Information from you for the following reasons and, therefore, uses the Personally Identifiable Information in the following ways:

- to track your progress through the *Endgame* contest
- to improve TFF's goods or services
- to develop new goods or services
- to provide goods or services which you have requested from us
- to analyze use of our goods or services
- to develop, customize, enhance or provide advertising for TFF's goods or services
- to send you targeted communications, publications, news, information about our goods or services
- to administer our business

Sharing of Personal Information (Onward Transfer)

Except as set forth in this Privacy Statement, in an TFF-provided privacy statement specific to an EU member state or Switzerland (if any), or as specifically agreed to by you, we will not disclose any Personally Identifiable Information we gather from you. We may share your Personally Identifiable Information with our affiliates. We also may share your Personally Identifiable Information with third-party service providers to assist us with processing or storing your Personally Identifiable Information in accordance with the purposes for which we collected it. We may store your Personally Identifiable Information on servers in the United States, either

hosted by TFF, one of its affiliates or by a third-party service provider, or on servers hosted by third party-service providers in the EU or Switzerland. We require any third party to whom we provide your personal information to either: (i) adhere to the US-EU Safe Harbor and/or the US-Swiss Safe Harbor Principles (as applicable); (ii) adhere to the EU Privacy Directive as implemented by the applicable EU member state or the Swiss Federal Data Protection Act (as applicable) or (iii) contractually agree to provide the same level of privacy as required by (i) or (ii).

We also may share aggregated demographic and statistical information that is not personally identifiable with third parties.

TFF also may disclose your Personally Identifiable Information (to the extent permitted by applicable law):

- to a person who, in the reasonable judgment of TFF, is seeking the information as an agent of the individual;
- in situations where sharing or disclosing your information is required in order to offer you services;
- to a third party or parties, where disclosure is required or permitted by law;
- if, in the reasonable judgment of TFF, disclosure is necessary to enforce compliance with our internal policies or to protect our business, investors, or others; and
- to any other entity that acquires all or a portion of our organization by merger, reorganization, operation of law, or a sale of some or all of TFF's assets.

TFF may be required to use or disclose your Personally Identifiable Information to in connection with a legal action or other proceeding, including, without limitation, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request. Your Personally Identifiable Information stored by TFF in the United States may be obtained from TFF by government authorities pursuant to subpoena or court order.

Retention of Your Information
We retain your Personally Identifiable Information for only as long as is necessary for the purposes for which we collected it from you.

Security
TFF is committed to protecting the security of any Personally Identifiable Information you provide to us. We maintain commercially reasonable safeguards to maintain the security and privacy of Personally Identifiable Information that you provide to us. If you submit Personally Identifiable Information to TFF online, we recommend that you terminate your browser session before leaving your computer. In spite of these protections, TFF cannot guarantee the security of any data submitted over the Internet. After your Personally Identifiable Information reaches TFF, however, it is stored on servers (or, in the case of information received from you in person, in writing or over the phone, in physical storage areas) protected by procedures and technology designed to block reasonably foreseeable intrusions by unauthorized third parties.

Integrity of and Access to Personal Information
TFF is committed to collecting accurate information from you. You can view, correct and update the Personally Identifiable Information relating to you held by TFF by contacting us at the contact information set forth below.

Adherence to US-EU Safe Harbor and US-Swiss Safe Harbor Principles
Your Personally Identifiable Information may be transferred to, stored, and processed in a country other than the one in which it was provided, including the United States. When we do so, we transfer the information in compliance with applicable data protection laws.

Regardless of what country Personally Identifiable Information is stored in or transferred to, we adhere to this Privacy Statement and have procedures and controls as appropriate to help ensure this.

We adhere to the US-EU Safe Harbor Framework and the US-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personally Identifiable Information from EU member countries and Switzerland. TFF has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification page, please visit http://www.export.gov/safeharbor/.

Dispute Resolution
In compliance with the Safe Harbor Principles, TFF commits to resolve complaints about your privacy and our collection or use of your Personally Identifiable Information. EU and Swiss residents with inquiries or complaints regarding this Privacy Statement should first contact TFF by email at privacy@endgamerules.com.

If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by TFF, you may contact the state or national data protection or, if applicable, labor authority in the jurisdiction in which you reside or, as applicable, work.

Opt-Out From Mailings
To the extent you receive marketing or promotional e-mail messages, mailings or telephone calls from TFF and you wish to stop receiving emails or mailings from TFF please send us an email to privacy@endgamerules.com with the phrase “Privacy Opt-out: TFF Mailings” in the subject line and we will remove you from TFF’s mailing list.

Contact Us
If you have questions regarding our Privacy Statement or the use of Personally Identifiable Information collected, you can contact us by email at privacy@endgamerules.com.