

## **MILLIONAIRE VIEWER GAME (the "Viewer Game")**

**Series 23** of the "Who Wants To Be A Millionaire?" programme as seen on ITV1 (the "**Programme**")

### Rules and Procedures of the Viewer Game (the "Rules")

Entering the Viewer Game means acceptance by you of these Rules. If you do not want to be bound by these Rules you should not enter the Viewer Game.

#### **1. The Viewer Game**

(a) Broadcasts of the Programme (the "**Show(s)**") are due to be shown on ITV1 in the United Kingdom from **14 October 2008 for a period of approximately 38 (thirty eight) weeks** (the "**Term**"). During certain Shows broadcast during the Term and at certain times during the Shows, viewers of the Shows (the "**Viewers**", collectively "**you**" or the "**Player(s)**") will be able to participate in the Viewer Game in accordance with these Rules.

(b) Players will compete to win a prize per Viewer Game of £1,000 (one thousand GBP) or such other amount as notified by the host of the Show from time to time during the Show (the "**Prize**").

(c) During any Show broadcast during the Term, Viewers may be invited by the host of the Show to answer a home viewer question (the "**Viewer Game Question**") by either sending the word GAME plus their answer A, B, C or D via text message to 84644 or telephoning the number 09012 93 1000 to select answer A, B, C or D (the "**Answer**") during a period commencing at a time as indicated by the earlier of either an on-screen graphic or a stated confirmation by the host of the Show (the "**Answer Timeframe**").

(d) Answers to the Viewer Game Question **MUST** be received by the Promoter **BEFORE** the end of the **Answer Timeframe**. If you submit your Answer after the end of the Answer Timeframe, or the Promoter receives it after the end of the Answer Timeframe, it will be disregarded and your Answer will not be entered in the Viewer Game but you will still be charged.

(e) Regardless of whether you answer the Viewer Game Question correctly or within the Answer Timeframe or not, participating in the Viewer Game:

i) **by text**, will result in you being charged a charge of £1.00 (one GBP) per Viewer Game when you receive a text message from us, sent to the same mobile phone from which your Answer was sent, acknowledging receipt of your Answer (a "**Text Acknowledgement**"). This is in addition to your standard network charges which will vary depending on your mobile network provider. Please check with your mobile network provider what standard network charges will apply to you;

ii) **by telephone**, from a British Telecom landline, will result in you being charged a charge of £1.00 (one pound) per Viewer Game. The charge for calls made via other network providers or via mobile phone may be higher.

You will be billed for the charges referred to in this paragraph 1(e) (the "**Viewer Game Fee**") in accordance with paragraph 7(i) below. Under no circumstances will there be a refund of any Viewer Game Fee save at the Promoter's sole discretion.

Full details of how to send your Answer to the Viewer Game Question can also be found in the 'Viewer Game' section of the [www.itv.com/millionaire](http://www.itv.com/millionaire) website (the "**Website**"). If you do not comply with the terms and conditions found in the Viewer Game section of the Website when entering the Viewer Game, your entry will not be accepted. Furthermore, **2waytraffic**, and/or its holding or parent companies (together the "**Promoter**", "**we**", "**us**", "**our**") accept no responsibility for Answers that may be correct but have been entered incorrectly (including, without limitation, in the incorrect format and/or by the incorrect method) or outside the Answer Timeframe or for Answers received from Players who are deemed ineligible to enter in accordance with the entry criteria in paragraph 4 below.

#### **2. How to Play the Viewer Game**

(a) On-screen graphic prompts will appear when the Viewer Game Question is posed during the Shows and you will be invited by the host of the Show to either:

i) send a text message, by texting GAME plus your Answer A, B, C or D to 84644, or, if you do not want any marketing information to be sent to your mobile phone as a result of and following the submission of your Answer by text, by texting GAME plus your Answer A, B, C or D followed by NO INFO to 84644; or

ii) telephone the number 09012 93 1000 and select your Answer A, B, C or D.

(b) Answers received by the Promoter outside the **Answer Timeframe** will be deemed out of time and will therefore not be accepted, although you may still incur the Viewer Game Fee as described in paragraph 1(e) above.

(c) You will be charged a Viewer Game Fee each time you answer a Viewer Game Question and there will be no refund of any Viewer Game Fee in those circumstances. Please note that a Viewer Game Fee will arise per entry. For entries by text message 1 (one) standard network charge will apply per entry.

(d) The correct answer to the Viewer Game Question will be revealed by the host of the Show after the expiry of the Answer Timeframe.

(e) In the event that you have insufficient funds or credits (as applicable) for the Text Acknowledgement to be successfully sent by us and received by you, your relevant entry will be deemed ineligible and will not be accepted.

(f) If your Answer to the Viewer Game Question was correct, submitted in the correct format and/or by the correct method and received by the Promoter before the expiry of the Answer Timeframe, you will be entered into a draw with all other eligible Players answering the relevant Viewer Game Question correctly inside the Answer Timeframe. The potential winner of that particular Viewer Game will then be chosen at random from that pool of Players (the **"Potential Winner"**).

(g) The Potential Winner will receive a first telephone call from an authorised representative of the Promoter within one day following submission of the Answer by the Potential Winner, requesting verification that such Potential Winner meets the entry criteria for the Viewer Game (set out in paragraph 4 below).

If we fail to contact the Potential Winner on the first telephone call, the Potential Winner should be called i) at least 3 (three) times per day for the 1<sup>st</sup> week (including a weekend), following submission of the Answer, then ii) once per day (Monday to Friday at different times of day) for the next following 2 (two) weeks and iii) 3 (three) times (Monday to Friday at different times of day) during the following and final week. If the Potential Winner cannot be contacted after this 28 (twenty-eight) day period, a second Potential Winner will be selected and called on the same basis. If that second Potential Winner cannot be contacted, a third Potential Winner will be selected and called on the same basis and so on until a Potential Winner is successfully contacted.

During this process a message will appear on the Website stating that "a winner is in the process of being contacted".

Subject to our receiving satisfactory verification in this respect, the Potential Winner shall be the winner of that particular Viewer Game (the **"Winner"**) and within 28 (twenty eight days) of our receipt of such satisfactory verification we shall send the Prize to the Winner by cheque in accordance with paragraph 7(b) below.

(h) With the exception of the Text Acknowledgement or unless a Player is a Potential Winner, Players will receive no communication from us. We reserve the right to contact you if there has been a fault in relation to the Viewer Game.

### **3. Winners**

(a) The bill payer or the purchaser of the pre-paid credits for the phone from which the Answer was submitted will be assumed to be the Player and therefore eligible to be a Winner.

(b) Players may participate in every Viewer Game during the Term if they so wish. Please note however that Players will only be eligible to win 1 (one) Prize in any 1 (one) calendar month.

(c) As described in paragraph 2(g) above, if we have been unable to contact a Potential Winner via the Potential Winner's phone on our 3<sup>rd</sup> (third) attempt (or if a Potential Winner is not able to accept the Prize for any other reason) then the Prize will be deemed to have been forfeited by that Potential Winner and the random draw process described in paragraph 2(f) above will be repeated until we are able to make contact with a winning Player in accordance with paragraph 2(g).

(d) Except in the case of death or personal injury and so far as is permitted by law, the Promoter and its associated companies and agents and ITV Network Limited and its associated companies exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details or the Viewer Game beyond the Promoter's control and for any act or default of any third party in connection with Prizes.

### **4. Entry Criteria for the Viewer Game**

(a) Entering the Viewer Game means acceptance by you of these Rules. If you do not want to be bound by these Rules you should not enter the Viewer Game.

(b) It is a condition of each entry to the Viewer Game Question that Players must be at least 16 (sixteen) years of age and resident in the United Kingdom. Entries from outside the United Kingdom will not be accepted. Failure by you to provide proof of eligibility of entry WITHIN 14 (FOURTEEN) DAYS of our request may result in a prize being withheld or withdrawn and/or your disqualification from future participation in the Viewer Game.

(c) You may not play the Viewer Game and you will not be eligible for any prize if you are an employee of the Promoter, ITV Network Limited and its associated companies (including the London News Network), Channel Television Ltd / O2 (UK) Ltd, Yoomedia Plc, Eckoh Plc, Contraplay Ltd, Mobile Interactive Group Limited, and associated companies, or if you are a family member or agent of such an employee or anyone else involved in the administration of the Viewer Game.

(d) You may enter as many Viewer Games as you like. For the avoidance of doubt, you will be charged the Viewer Game Fee each time you enter the Viewer Game.

(e) You may send your Answers to the Viewer Question only by text messaging in the format or phoning in accordance with the format and method described in these Rules. There is no alternative method of participation in the Viewer Game.

(f) If you are not using your own phone for which you pay the bill, permission of the bill payer must be obtained prior to playing the Viewer Game. In the event that you win a Prize, the bill payer or purchaser of pre-paid credits, as applicable, will be assumed to be the Winner.

(g) Players who try to play the Viewer Game from a website (for example where they can send texts for free) will not be allowed to participate. All Players must send text messages from a mobile phone in accordance with these Rules.

(h) Players must not use uncompetitive or unfair practices in their participation of the Viewer Game. Our reasonable decision as to what amounts to uncompetitive or unfair practices shall be final but the following are non-exhaustive examples of uncompetitive or unfair practices:

- multiple concurrent participation in the Viewer Game by more than 1 (one) Player;
- conferring with any other person including any other Players in respect of participation in the Viewer Game;
- allowing additional Players access to the Player's mobile phone at any stage during your participation in the Viewer Game;
- tampering with or manipulating the Player's phone or the Viewer Game in any way or attempting to do the same including, but not limited to, by the use of software or other methods.

If the Promoter suspects that a Player may be using uncompetitive or unfair practices, it reserves the right to investigate that Player's entry and participation in the Viewer Game, and it may require that Player to provide the Promoter with further information so that the Promoter may verify that Player's eligibility to a prize. If the Promoter's investigations show that the Player has breached these Rules the Promoter reserves the right to withhold or withdraw payment of any Prize and/or disqualify that Player from future participation in the Viewer Game. No correspondence will be entered into in respect of the matters set out in this rule.

## **5. Publicity**

(a) By entering the Viewer Game and subsequently becoming a Winner, you hereby agree to your name and town of residence being published on the Website, at [www.itv.com/millionaire](http://www.itv.com/millionaire) and [www.itv.com/termsandconditions/winners](http://www.itv.com/termsandconditions/winners) during the Shows and in any of our publicity materials. The Promoter reserves the right for the host of the Show to reveal on air the names and towns of residence of Winners in subsequent Shows.

(b) If you are a Winner you agree to participate in publicity at our request including providing us with a photo of yourself in the event that your winnings are regarded by us, at our sole discretion, as worthy of publicity. Unfortunately we cannot agree to return any photo material you send to us so please do not send anything of sentimental value.

(c) We shall make reasonable efforts to protect your privacy but, in so far as permitted by law, shall not be liable for any damages resulting directly or indirectly from a failure to do so.

## **6. Information you provide**

The following applies to any information you provide to us, for example when you send a text message or give us information about yourself if you have won a Prize:

(a) You hereby authorise us to use, store or otherwise process any personal information that relates to and identifies you, including but not limited to your name, address and e-mail address to the extent reasonably necessary to enable the Promoter, ITV Network Limited and its associated companies (including the London News Network), Channel Television Ltd / O2 (UK) Ltd, Yoomedia Plc, Eckoh Plc, Contraplay Ltd, Mobile Interactive Group Limited, and associated companies, to provide the services to you which are necessary to enable you to enter and play the Viewer Game. Through your participation in the Viewer Game we may collect information about you. If you enter into specific correspondence then we may collect and store such correspondence as information which is specific to you. All such information collected shall be referred to in these Rules as **"Personal Information"**. By acceptance of these Rules you consent to the storage and use of Personal Information for the purposes set out in the Privacy Policy below (the **"Purposes"**).

(b) For more information about how we deal with your Personal Information please see our Privacy/Data Protection Policy at the bottom of these Rules.

(c) By accepting these Rules you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information please e-mail us at [millionaireuksupport@2waytraffic.com](mailto:millionaireuksupport@2waytraffic.com)

## **7. General**

(a) No correspondence relating to the accuracy or time of receipt of any Answers to the Viewer Game Question given pursuant to paragraph 2 above or eligibility for any Prizes will be entered into by the Promoter. The Promoter has the sole discretion to determine which Answers are correct to any Viewer Game Question and in the event of a dispute its decision is final. Prizes must be taken by Winners as stated and cannot be deferred or exchanged and are non-transferable.

(b) Prizes shall be paid by cheque made out in the name of the Winner and sent to the Winner's home address within 28 (twenty-eight) days of receipt by us of your proof of eligibility of entry in accordance with paragraphs 2(g) and 4 above, subject in each instance to the Winner's compliance with these Rules.

(c) These Rules are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.

(d) The Promoter reserves the right to cancel the Viewer Game at any stage, if deemed necessary in its opinion or if circumstances arise outside of its control.

(e) Any invalidity or unenforceability of any provision under these Rules shall not affect the validity or enforceability of any of the remaining provisions.

(f) If you have any queries in relation to these Rules please write to 2waytraffic, Legal Department, 64 New Cavendish Street, London, W1G 8TB or e-mail [millionaireuksupport@2waytraffic.com](mailto:millionaireuksupport@2waytraffic.com).

(g) To the fullest extent permitted by law the Promoter reserves the right to amend the Rules at any time which amendment will be published and shall be applicable as from the date of such publication (without Players having any claim on the Promoter).

(h) The Promoter, its group companies, sub-contractors and agents and ITV Network Limited and its associated companies (including the London News Network) do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem in any SMS text network or service provider which may result in your answers being lost or not properly registered or recorded.

(i) The Viewer Game Fee and all SMS user charges will be deducted from your available credit if you are a pre-pay mobile phone customer or will appear on the monthly mobile phone statement of the bill payer if you pay monthly.

(j) The Promoter reserves the right to disqualify from present and future participation in the Viewer Game any Player who fails to comply with these Rules. Players who cannot be billed for the Viewer Game Fee by their mobile phone network operators on more than 2 (two) occasions will be notified via SMS that they have been disqualified from present and future participation in the Viewer Game.

(k) Proof that a text message has been sent with the correct Answer or at a specific time will not count as proof of receipt of that entry by the Promoter with the correct answer or receipt of that entry at that specific time.

(l) The Promoter's decision on all matters is final and legally binding on all Players.

## **PRIVACY/DATA PROTECTION POLICY**

### **1. PRIVATE PRACTICES**

Your right to privacy is important to us. We are keen to strike a fair balance between your personal privacy and ensuring you obtain full value from the products and services we may be able to market to you. We will comply at all times with any applicable data protection laws, regulations, codes of practice and guidances provided by the Information Commissioner. This section explains to you the use of the personal data which the Promoter collects from you in respect of the Viewer Game. Please make sure that you read this section carefully. Please also make sure that you read the ITV.com Privacy Policy which also applies to your use of the Website and to the use by ITV.com of your personal data. The ITV.com Privacy Policy does not apply to the use, by the Promoter, of your personal data.

There are external links displayed on the pages of the ITV.com website pop-up, banners and other advertisements for products, services and other programmes and links to other websites and services. The Promoter is not responsible for the privacy policies, practices or content of these third parties. In addition, the Promoter is not responsible for any content on the ITV.com website unrelated to this Who Wants to Be a Millionaire microsite.

### **2. SUBSCRIPTION**

(a) If you enter and play the Viewer Game you may provide us with information in respect of your contact details and, if you win a prize, we will contact you to verify that you are eligible to enter the Viewer Game and you will be asked to provide us with information that identifies you in order to receive any prize (any such information provided to us in this respect being the "**Personal Information**").

(b) By entering the Viewer Game and providing the Promoter with Personal Information, you are providing the Promoter with your consent for it to collect and use the Personal Information in accordance with this section of the Rules. Should we choose to change this section for any reason, the changes will be posted here, so that you are kept up to date about how the Promoter collects and uses your Personal Information and when the Company may disclose it.

(c) The Promoter asks that you make sure that any details supplied by you as Personal Information are correct and up-to-date so that the Promoter can, as applicable, provide you with information efficiently and process your entry fairly. Should the Promoter discover at any stage that the details provided by you in this respect are incorrect, it may prevent you from proceeding further in the Viewer Game process.

(d) Please note that the Promoter may use any of the Personal Information that you supply to it to ensure compliance by you with the Rules. If we consider that you have not so complied, we reserve the right to terminate your entry/participation in the Viewer Game.

(e) The Promoter follows strict guidelines relevant to storage and disclosure of Personal Information and communications which you have provided, in order to prevent unauthorised access to it.

(f) We may use your Personal Information to run the Viewer Game, determine the Winner and disclose the Personal Information to third parties involved in the operation of the Viewer Game, namely ITV Network Limited and its associated companies (including the London News Network), Channel Television Ltd / O2 (UK) Ltd, Yoomedia Plc, Eckoh Plc, Contraplay Ltd, Mobile Interactive Group Limited, and associated companies.

(g) We may use the Personal Information for future mailings, support, notification of new products/services in connection with the Show and for assessing the profile of the audience/players in connection with the Show. In the future, we may invite you to provide feedback to us and/or complete an online survey or surveys. We may post your name online if you are a prize winner. If you would not like to receive future marketing e-mails from us please inform us by e-mail at [millionaireuksupport@2waytraffic.com](mailto:millionaireuksupport@2waytraffic.com).

(h) Subject to the above, information you provide will be kept confidential and will be used only to support your customer relationship with us in accordance with 2(b) above. We will not disclose or sell your information outside our corporate group unless we sell the whole or part of our business.

### **3. FURTHER INFORMATION ON DATA PROTECTION AND PERSONAL PRIVACY**

For further information from us on data protection and privacy contact:

The Data Protection Manager  
2waytraffic  
64 Cavendish Street, London W1G 8TB  
Facsimile +44(0)207 908 5005

Information on the Data Protection Act 1998 is also on the Information Commissioner's web site at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk)

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PRIVACY POLICY OF 2waytraffic Version 3 13 February 2008

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