CNBC's Billion Dollar Buyer Marathon Sweepstakes Official Rules January 29, 2017—January 30, 2017

PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. The CNBC's Billion Dollar Buyer Marathon Sweepstakes ("Sweepstakes") will begin on January 29, 2017 at 12:00 P.M. ET and end on January 30, 2017 at 8:00 A.M. ET ("Sweepstakes Period"). All times in the Sweepstakes refer to Eastern Time ("ET"). Odds of winning depend upon the number of eligible Entries (as defined below) received. Sweepstakes is subject to all applicable federal, state and local laws.

ELIGIBILITY: Open only to permanent, legal U.S. residents who are physically residing in one (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories)", and who are eighteen (18) years of age or older as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include CNBC, 900 Sylvan Avenue, Englewood Cliffs, NJ 07632, NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112, and NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 (collectively, "Sponsors"), Landry's, Inc. 1510 West Loop S Houston, TX 77027 and their respective parent, subsidiary, and affiliate companies, and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Sweepstakes.

TO ENTER: The Sweepstakes will consist of eight (8) individual hourly drawings (each an "Hourly Drawing"). Each Hourly Drawing will consist of (i) an entry period (a "Hourly Entry Period") that will begin at a specified time (each a "Hourly Entry Period Start Time") as detailed in the chart below and will end at a specified time (each a "Hourly Entry Period End Time") as detailed in the chart below and (ii) one (1) random drawing ("Drawing") will be conducted on or about January 31, 2017 for each Hourly Entry Period from among all eligible Entries (defined below) received during such Hourly Entry Period as specified in the chart below. Entries must be received before the end of the Hourly Entry Period to be eligible for the corresponding Drawing. There will be fifty (50) Winners selected from each Drawing for a total of four hundred (400) Winners (defined below) selected throughout the Sweepstakes Period.

Drawing Chart

Hourly Entry Period	Hourly Entry Period Start	Hourly Entry Period	Drawing
	Time	End Time	
1	1/29/17 at 12:15 P.M. ET	1/30/17 at 8:00 A.M. ET	1
2	1/29/17 at 1:15 P.M. ET	1/30/17 at 8:00 A.M. ET	2
3	1/29/17 at 2:15 P.M. ET	1/30/17 at 8:00 A.M. ET	3

4	1/29/17 at 3:15 P.M. ET	1/30/17 at 8:00 A.M. ET	4
5	1/29/17 at 4:15 P.M. ET	1/30/17 at 8:00 A.M. ET	5
6	1/29/17 at 5:15 P.M. ET	1/30/17 at 8:00 A.M. ET	6
7	1/29/17 at 6:15 P.M. ET	1/30/17 at 8:00 A.M. ET	7
8	1/29/17 at 7:15 P.M. ET	1/30/17 at 8:00 A.M. ET	8

To enter the Sweepstakes during the Sweepstakes Period, watch CNBC (check your local listings) during the second quarter of each hour beginning at 12:00 P.M. ET on January 29, 2017 and ending at 8:00 A.M. ET on January 30, 2017 to obtain the code word ("Code Word"). Then, visit the CNBC website at http://billiondollarbuyer.cnbc.com ("Website") and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, email address, and the Code Word ("Entry"). All Entries become the property of Sponsors and will not be acknowledged or returned.

You may enter once per Hourly Entry Period for a total of eight (8) Entries during the entire Sweepstakes Period. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. Entries must be received before January 30, 2017 at 8:00 A.M. ET to be eligible for the Sweepstakes. Sponsors' computer shall be the official timekeeper for all matters related to this Sweepstakes. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

PRIVACY: Entrants will have the opportunity to receive information from CNBC and selected partners by checking the appropriate box(es). If, at any time, you no longer wish to receive materials from CNBC or our partners, please go to our privacy policy, located at http://nbcuniversal.com/privacy, or the applicable partner's privacy policy and follow the procedures indicated.

WINNER SELECTION AND NOTIFICATION: On or about January 31, four hundred (400) potential Winners (as defined below) will be selected in a random drawing by representatives of Sponsors from all eligible Entries received during the Sweepstakes Period. Sponsors will make two (2) attempts to notify potential Winners at the phone number and/or email address submitted at the time of entry. Potential Winners may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Sweepstakes Documents") within seven (7) days of such notification. Noncompliance within

this time period will result in disqualification, and, at Sponsors' sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If any potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries. Limit one (1) Prize (as defined below) per family or household.

PRIZE: There will be four hundred (400) prizes awarded ("Prizes", each a "Prize") to Winners. Each Prize will consist of the following: one (1) one hundred dollar (\$100) gift card for use at participating Landry's restaurants.

Estimated Retail Value ("ERV") of each Prize is one hundred dollars (\$100). ERV of all Prizes is forty thousand dollars (\$40,000). Actual Retail Value ("ARV") of Prize may vary. Any difference between ERV and ARV will not be awarded. For any Prize with an ARV over five hundred and ninety nine dollars (\$599), Sponsors will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the year in which Prize was won.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsors' sole discretion.

CONDITIONS: By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sweepstakes Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on the Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent,

in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING **ARBITRATION ADMINISTERED** BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the name of the Winners, available after February 7, 2017, visit http://billiondollarbuyer.cnbc.com, or send a self-addressed, stamped envelope to be received by April 7, 2017 to: CNBC's Billion Dollar Buyer Marathon Sweepstakes, Attn: CNBC Marketing, 900 Sylvan Avenue, Englewood Cliffs, NJ 07632.