

## TiVo® Spoiler Shaming Sweepstakes

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The TiVo Spoiler Shaming Sweepstakes (the “Sweepstakes”) is open solely to individuals who meet each and all of the following eligibility criteria: (a) possess a valid email address; (b) possess an active Facebook or Twitter account; and (c) at the time of entry, are (i) legal residents of the fifty (50) United States and the District of Columbia and (ii) at least eighteen (18) years of age. The following individuals are not eligible to enter, or to win a prize in, the Sweepstakes: (A) employees, agents, directors and officers of (I) TiVo Inc. (“Sponsor”), (II) Ruder Finn Interactive Studios (“Administrator”), (III) the parent, subsidiaries, successors, assignees, and affiliated companies of Sponsor or Administrator (each and any such entity, an “Affiliate”), or (IV) the respective advertising, marketing and promotion agencies of Sponsor, Administrator, or any Affiliate; and (B) the “immediate family members” and/or “household members” of any of the persons set forth in subsection (A) above. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, spouses or domestic partners. “Household members” shall mean people who share the same residence at least three (3) months out of the calendar year, regardless of whether related to any of the persons set forth in subsection (A) above. By entering the Sweepstakes, each participant agrees to abide by all of the provisions of these Official Rules. The Official Rules are deemed to encompass the currently effective versions of (1) the “Facebook Pages Terms” (located at [www.facebook.com/page\\_guidelines.php](http://www.facebook.com/page_guidelines.php)), (2) the “Facebook Statement of Rights and Responsibilities” (located at [www.facebook.com/legal/terms](http://www.facebook.com/legal/terms)), (3) the “Guidelines for Contests on Twitter” (located at <https://support.twitter.com/articles/68877-guidelines-for-contests-on-twitter>), (4) the “Twitter Rules” (located at <https://support.twitter.com/groups/56-policies-violations>), and (5) the “Twitter Terms of Service” (located at <https://twitter.com/tos>). The Sweepstakes further is subject to all applicable local, state and federal laws and regulations. The Sweepstakes is void in Puerto Rico and wherever prohibited or restricted by law.

**2. Sponsor; Administrator:** The “Sponsor” of the Sweepstakes is TiVo Inc., 2160 Gold Street, San Jose, CA 95002. The “Administrator” of the Sweepstakes is Ruder Finn Interactive Studios, 301 East 57th Street, New York, New York 10022. Neither Facebook, Inc. (“Facebook”), Twitter Inc. (“Twitter”), Sonos, Inc. (“Sonos”), Apple Inc. (“Apple”), Netflix, Inc. (“Netflix”) or Spotify USA Inc. (“Spotify”) (a) is a sponsor or administrator of the Sweepstakes, (b) is affiliated or associated in any manner with Sponsor or with Administrator, or (c) endorses any products, services or activities of Sponsor or of Administrator.

**3. Timing:** The entry period for the Sweepstakes (a) begins on December 15, 2014 at 12:00:01 a.m., Pacific Time (“PT”), and (b) ends on December 30, 2014, at 11:59:59 p.m., PT (the “Sweepstakes Period”). To be considered a valid entry into the Sweepstakes (each, an “Entry”) and to be eligible potentially to win a prize in the Sweepstakes, an otherwise eligible entry must be received by Sponsor prior to the conclusion of the Sweepstakes Period, regardless of when such entry actually was submitted. Sponsor’s computer shall be deemed to constitute the official time clock for the Sweepstakes.

#### **4. How to Enter:**

**(a)** To enter the Sweepstakes and to be included in the Sweepstakes prize recipients selection procedure described in Section 5 below, an eligible entrant is required during the Sweepstakes Period to: (i) access/navigate to Sponsor’s Facebook webpage (located at [www.facebook.com/TiVo](http://www.facebook.com/TiVo)) or Sponsor’s Twitter profile webpage (located at [www.twitter.com/TiVo](http://www.twitter.com/TiVo)) (either such webpage, the “Page”); and (ii) (A) if accessing Sponsor’s Facebook webpage, either “like” or “comment on” the particular “spoiler”-related post that Sponsor is presenting on such webpage, or (B) if accessing Sponsor’s Twitter profile webpage, either (I) reply to the “spoiler”-related tweet that Sponsor is presenting on such webpage or (II) retweet the “spoiler”-related tweet that Sponsor is presenting on such webpage. By taking one of the actions described in subsection (ii)(A) or (ii)(B) above, an eligible entrant will receive an Entry into the Sweepstakes. Normal time rates, text messaging rates, and/or data rates (as applicable), if any, charged

by the Sweepstakes entrant's internet service provider will apply. Each Sweepstakes entrant represents and warrants that his/her Entry does not and will not: (1) constitute a defamation against, or otherwise disparage, any person or entity (including, without limitation, Sponsor or any competitor of Sponsor) or the products or services of any person or entity; (2) violate the right of privacy or right of publicity of any person or entity; (3) infringe, misappropriate or violate the copyright, trademark, service mark, patent, trade secret, or other intellectual property, proprietary or other right(s) of any person or entity; (4) contain any brand or trademark other than those of Sponsor (with Sponsor's trademarks not to be altered or obscured in any manner and not to be combined or interspersed with any third party materials); (5) contain any words or material that are unlawful, obscene, indecent, pornographic, sexually explicit/suggestive, profane, violent, threatening, offensive, or otherwise deemed by Sponsor or Administrator to be objectionable or inappropriate for public dissemination; or (6) promote discrimination, racism, bigotry, hatred, or harm against any group or individual. Entries generated by script, macro or other automated means are void.

**(b)** Limit of one (1) Entry per person or email address or Facebook account or Twitter account during each of the sixteen (16) calendar days (as measured by PT) of the Sweepstakes Period, regardless of the method of entry. If any person or email address or Facebook account or Twitter account submits multiple Entries on any calendar day (as measured by PT) of the Sweepstakes Period, then all such entries will be deemed null and void and ineligible for any prize drawing or other prize consideration in the Sweepstakes. If an individual has received a prize in another sweepstakes, contest or other promotion which has been conducted by Sponsor (or with which Sponsor otherwise was involved) in the twelve (12)-month period culminating on December 30, 2014, then such individual (together with any other individuals sharing the same email address or living in the same household) shall be prohibited from participating in the Sweepstakes, and any Entries into the Sweepstakes by such individual (or by another individual sharing the same email address or living in the same household) will be deemed null and void and ineligible for any prize drawing or other prize consideration in the Sweepstakes. All Entries become the exclusive property of Sponsor, and Entries will be neither acknowledged nor returned.

**(c)** By entering the Sweepstakes and providing his/her email address, each entrant specifically acknowledges, agrees and understands that he/she periodically may receive, from Sponsor and its affiliates and agents, marketing and promotional offers and updates via email communications. By clicking on the "unsubscribe" link contained in each and any such email communication and by following the "unsubscribe" instructions, a Sweepstakes entrant subsequently can opt out at any time from his/her receipt of such marketing and promotional email communications. A Sweepstakes entrant's election to unsubscribe from his/her receipt of such marketing and promotional email communications will not affect such entrant's chances of winning a prize in this Sweepstakes.

**5. Prize Recipients Selection Procedure:** On or about January 6, 2015, Administrator (or its agent or designee) will select, by mean of a random drawing from among all eligible Sweepstakes Entries received by Sponsor during the Sweepstakes Period (the "Drawing"), (a) one (1) potential recipient of one (1) "First Prize" to be awarded in the Sweepstakes, (b) one (1) potential recipient of one (1) "Second Prize" to be awarded in the Sweepstakes, and (c) two (2) potential recipients of one of the two (2) "Third Prizes" to be awarded in the Sweepstakes. (Each such Prize is described in greater detail in Section 7(a) below.) There is a limit of one (1) prize per person, per email account, and per household. The odds of receiving any prize will depend on the number of eligible Entries received by Sponsor during the Sweepstakes Period. Administrator will attempt to notify (by email) each potential Prize recipient within approximately three (3) days of the date of the Drawing. If any potential Prize recipient cannot be contacted within seventy-two (72) business hours after Administrator's initial attempt to contact such individual, or if the eligibility and identity of any potential Prize recipient cannot be verified promptly (and to Administrator's satisfaction) after such individual is contacted, then such individual will be disqualified and the particular Prize (i.e., the First Prize, Second Prize or Third Prize) for which he/she was selected as a potential recipient will be awarded to an alternate potential Prize recipient who is selected by means of a subsequent random drawing (from among the remaining eligible Sweepstakes Entries) to be conducted by Administrator (or its agent or designee) shortly thereafter. In addition, any potential Prize recipient may, in Administrator's discretion, be required to complete, sign and return to Administrator an Affidavit of Eligibility/Release of Liability (certifying, among other things, that the entrant meets the eligibility

requirements set forth in Section 1 above) (“Affidavit”) and, if legally permissible, a Publicity Release (“Release”), with any and all such Affidavit and Release documentation to be completed, signed and returned by such potential Prize recipient to Administrator within five (5) business days after Administrator’s issuance of such documentation. If any potential Prize recipient fails to complete, sign and return any and all such required Affidavit and Release documentation to Administrator within five (5) business days after Administrator’s issuance of such documentation, then such potential Prize recipient will be disqualified and an alternate potential Prize recipient (i.e., of the particular Prize for which the disqualified potential Prize recipient was selected) will be selected, by means of another random drawing to be conducted by Administrator (or its agent or designee) from among the remaining eligible Sweepstakes Entries. If a potential Prize recipient is considered a minor under the laws of his or her jurisdiction of residency, then Administrator reserves the right, exercisable in its sole discretion, to award the particular Prize for which such potential Prize recipient was selected to a parent or legal guardian and/or to require the parent or legal guardian to complete, execute and deliver to Administrator any and all required Affidavit and Release documentation.

**6. Potential Prize Recipient’s Compliance With Official Rules:** Non-compliance by any potential Prize recipient with any provision of these Official Rules will result in the immediate disqualification of such potential Prize recipient from the Sweepstakes. In such a situation, Administrator may (in its sole discretion), but will not be required to, select an alternate potential Prize recipient of the particular Prize for which the disqualified potential Prize recipient was selected, with such alternate potential Prize recipient to be selected by means of another random drawing to be conducted by Administrator (or its agent or designee) from among the remaining eligible Sweepstakes Entries.

## **7. Prizes:**

**(a)** Pursuant to the “Prize Recipients Selection Procedure” described in Section 5 above, a total of four (4) Prizes will be awarded in the Sweepstakes: one (1) “First Prize”, one (1) “Second Prize”, and two (2) “Third Prizes”.

(i) The one (1) “First Prize” will consist solely of the following five (5) components:

(A) one (1) TiVo Roamio™ Pro DVR unit, the precise style, color and features of which shall be determined by Sponsor in its sole discretion, and a “Product Lifetime Service” subscription applicable exclusively to such specific DVR unit (such hardware and service plan collectively, the “DVR Component”). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) the DVR Component of the First Prize does **not** include any accessories or any insurance/protection plan; and (II) as a condition of accepting, receiving and using the DVR Component of the First Prize, the First Prize recipient must accept (either through an online click-acceptance procedure, or as part of the executed Affidavit and Release documentation, at Sponsor’s sole discretion) the then-effective version of the TiVo User Agreement. The Approximate Retail Value (“ARV”) of the DVR Component of the First Prize is One Thousand Ninety-Nine Dollars and Ninety-Eight Cents (\$1,099.98).

(B) one (1) Sonos “Play: 5” wireless, five (5)-driver, HiFi speaker system, the precise style, color and features of which shall be determined by Sponsor in its sole discretion (such speaker system, the “Sonos Component”). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) the Sonos Component of the First Prize does **not** include any accessories or any insurance/protection plan; and (II) as a condition of accepting, receiving and using the Sonos Component of the First Prize, the First Prize recipient must accept (through Sonos’ designated acceptance procedure) the then-effective version of the Sonos Terms and Conditions. The ARV of the Sonos Component of the First Prize is Three Hundred Ninety-Nine Dollars (\$399.00).

(C) one (1) iPad® mini 3 device, with a 16 Gb storage capacity and WiFi (but not cellular) connectivity (such device, the “iPad Component”). The precise style, color and features of the iPad Component shall be determined by Sponsor in its sole discretion. Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) the iPad Component of the First Prize does **not** include (1) any insurance/protection plan, (2) Apple TV, (3) any cover or case, (4) any additional adapters, (5) any

USB cable(s), (6) a camera reader, (7) a keyboard, (8) any headsets or speakers, or (9) any other accessories; and (II) as a condition of accepting, receiving and using the iPad Component of the First Prize, the First Prize recipient must accept (through Apple's designated acceptance procedure) the then-effective version of the Apple Store Sales & Refund Terms and Conditions. The ARV of the iPad Component of the First Prize is Three Hundred Fifty Dollars (\$350.00).

(D) one (1) consecutive twelve (12)-month membership subscription to the Netflix streaming video service (the "Netflix Component"). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) an internet connection (which is not included as part of the Netflix Component) and an on-file method of payment (e.g., a valid credit card) are required to use the Netflix Component of the First Prize; (II) as a condition of accepting, receiving and using the Netflix Component of the First Prize, the First Prize recipient must accept (through Netflix's designated acceptance procedure) the then-effective version of the Netflix Terms of Use, including (without limitation) such document's restrictions on account transfers, sharing and devices; and (III) at the conclusion of such twelve (12)-month period, the First Prize recipient's Netflix membership subscription thereafter will continue and be charged automatically on a month-to-month basis, at Netflix's then-current monthly subscription rate (which rate currently is \$7.99, plus any applicable taxes, per month), unless and until the First Prize recipient cancels such subscription in accordance with Netflix's designated cancellation procedures. The ARV of the Netflix Component of the First Prize is Ninety-Five Dollars and Eighty-Eight Cents (\$95.88).

(E) one (1) consecutive twelve (12)-month "Premium" music service subscription with Spotify (the "Spotify Component"). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) an on-file method of payment (e.g., a valid credit card) is required to use the Spotify Component of the First Prize; (II) as a condition of accepting, receiving and using the Spotify Component of the First Prize, the First Prize recipient must accept (through Spotify's designated acceptance procedure) the then-effective version of the Spotify Terms and Conditions of Use, including (without limitation) such document's restrictions on account transfers, sharing and devices; and (III) at the conclusion of such twelve (12)-month period, the First Prize recipient's Spotify music service subscription thereafter will continue and be charged automatically on a month-to-month basis, at Spotify's then-current monthly subscription rate (which rate currently is \$9.99, plus any applicable taxes, per month), unless and until the First Prize recipient cancels such subscription in accordance with Spotify's designated cancellation procedures. The ARV of the Spotify Component of the First Prize is One Hundred Nineteen Dollars and Eighty-Eight Cents (\$119.88).

The DVR Component, Sonos Component and iPad Component of the First Prize will be shipped (either individually or together, at Sponsor's sole discretion) via ground service to the First Prize recipient, at the street/mailling address (not a post office box number) theretofore provided by the First Prize recipient to Sponsor, such shipment(s) to be made approximately three (3) weeks after Administrator's receipt and approval of the completed and signed Affidavit and Release documentation (as described in Section 5 above). The cost of shipping the DVR Component, the Sonos Component and the iPad Component of the First Prize to the First Prize recipient will be borne by Sponsor, with the precise means and mode of shipping, and the particular shipping carrier, to be determined by Sponsor in its sole discretion. The aggregate ARV of the five (5) components, as set forth in subsections (a)(i)(A) through (a)(i)(E) above, of the First Prize is Two Thousand Sixty-Four Dollars and Seventy-Four Cents (\$2,064.74).

(ii) The one (1) "Second Prize" will consist solely of the following three (3) components:

(A) one (1) TiVo Roamio Pro DVR unit, the precise style, color and features of which shall be determined by Sponsor in its sole discretion, and a "Product Lifetime Service" subscription applicable exclusively to such specific DVR unit (such hardware and service plan collectively, the "DVR Component"). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) the DVR Component of the Second Prize does **not** include any accessories or any insurance/protection plan; and (II) as a condition of accepting, receiving and using the DVR Component of the Second Prize, the Second Prize recipient must accept (either through an online click-acceptance procedure, or as part of the executed Affidavit and Release documentation, at Sponsor's sole discretion) the then-effective

version of the TiVo User Agreement. The Approximate Retail Value ("ARV") of the DVR Component of the Second Prize is One Thousand Ninety-Nine Dollars and Ninety-Eight Cents (\$1,099.98).

(B) one (1) consecutive twelve (12)-month membership subscription to the Netflix streaming video service (the "Netflix Component"). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) an internet connection (which is not included as part of the Netflix Component) and an on-file method of payment (e.g., a valid credit card) are required to use the Netflix Component of the Second Prize; (II) as a condition of accepting, receiving and using the Netflix Component of the Second Prize, the Second Prize recipient must accept (through Netflix's designated acceptance procedure) the then-effective version of the Netflix Terms of Use, including (without limitation) such document's restrictions on account transfers, sharing and devices; and (III) at the conclusion of such twelve (12)-month period, the Second Prize recipient's Netflix membership subscription thereafter will continue and be charged automatically on a month-to-month basis, at Netflix's then-current monthly subscription rate (which rate currently is \$7.99, plus any applicable taxes, per month), unless and until the Second Prize recipient cancels such subscription in accordance with Netflix's designated cancellation procedures. The ARV of the Netflix Component of the Second Prize is Ninety-Five Dollars and Eighty-Eight Cents (\$95.88).

(C) one (1) consecutive twelve (12)-month "Premium" music service subscription with Spotify (the "Spotify Component"). Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) an on-file method of payment (e.g., a valid credit card) is required to use the Spotify Component of the Second Prize; (II) as a condition of accepting, receiving and using the Spotify Component of the Second Prize, the Second Prize recipient must accept (through Spotify's designated acceptance procedure) the then-effective version of the Spotify Terms and Conditions of Use, including (without limitation) such document's restrictions on account transfers, sharing and devices; and (III) at the conclusion of such twelve (12)-month period, the Second Prize recipient's Spotify music service subscription thereafter will continue and be charged automatically on a month-to-month basis, at Spotify's then-current monthly subscription rate (which rate currently is \$9.99, plus any applicable taxes, per month), unless and until the Second Prize recipient cancels such subscription in accordance with Spotify's designated cancellation procedures. The ARV of the Spotify Component of the Second Prize is One Hundred Nineteen Dollars and Eighty-Eight Cents (\$119.88).

The DVR Component of the Second Prize will be shipped via ground service to the Second Prize recipient, at the street/ mailing address (not a post office box number) theretofore provided by the Second Prize recipient to Sponsor, such shipment to be made approximately three (3) weeks after Administrator's receipt and approval of the completed and signed Affidavit and Release documentation (as described in Section 5 above). The cost of shipping the DVR Component of the Second Prize to the Second Prize recipient will be borne by Sponsor, with the precise means and mode of shipping, and the particular shipping carrier, to be determined by Sponsor in its sole discretion. The aggregate ARV of the three (3) components, as set forth in subsections (a)(ii)(A) through (a)(ii)(C) above, of the Second Prize is One Thousand Three Hundred Fifteen Dollars and Seventy-Four Cents (\$1,315.74).

(iii) Each of the two (2) "Third Prizes" will consist solely of the following component: one (1) TiVo Roamio DVR unit (but not a TiVo Roamio Plus DVR unit, and not a TiVo Roamio Pro DVR unit), the precise model, style, color and features of which shall be determined by Sponsor in its sole discretion, and a "Product Lifetime Service" subscription applicable exclusively to such specific DVR unit. Each Sweepstakes entrant specifically acknowledges, agrees and understands that: (I) the Third Prize does **not** include any accessories or any insurance/protection plan; and (II) as a condition of accepting, receiving and using the Third Prize, each of the two (2) Third Prize recipients must accept (either through an online click-acceptance procedure, or as part of the executed Affidavit and Release documentation, at Sponsor's sole discretion) the then-effective version of the TiVo User Agreement. The Third Prize will be shipped via ground service to each of the two (2) Third Prize recipients, at the street/ mailing address (not a post office box number) theretofore provided by each of these two (2) Third Prize recipients to Sponsor, with such shipment to be made to each such Third Prize recipient approximately three (3) weeks after Administrator's receipt and approval from such Third Prize Recipient of the completed and signed Affidavit and Release documentation (as described in Section 5 above). The cost of shipping the Third

Prize to each Third Prize recipient will be borne by Sponsor, with the precise means and mode of shipping, and the particular shipping carrier, to be determined by Sponsor in its sole discretion. The ARV of each Third Prize is Six Hundred Ninety-Nine Dollars and Ninety-Eight Cents (\$699.98), and the aggregate ARV of the two (2) Third Prizes together is One Thousand Three Hundred Ninety-Nine Dollars and Ninety-Six Cents (\$1,399.96). The aggregate ARV of the one (1) First Prize, the one (1) Second Prize, and the two (2) Third Prizes together is Four Thousand Seven Hundred Eighty Dollars and Forty-Four Cents (\$4,780.44).

**(b)** Each Prize recipient shall bear sole and full responsibility for any and all expenses, costs and fees in connection with the receipt or use of the particular Prize awarded to him/her, which expenses, costs and fees are not expressly described herein as being awarded to such Prize recipient. The prompt reporting and prompt payment of any and all applicable taxes with respect to the value of the particular Prize awarded to a Prize recipient, including federal, state and local income, sales and other taxes, are the sole and full responsibility of such Prize recipient. Each Prize recipient may be issued an IRS Form 1099, and the value of the particular Prize awarded to such Prize recipient may be considered taxable income to such Prize recipient.

**(c)** Each Prize is awarded “as is”, with no representation, warranty or guarantee, either expressed or implied, by Sponsor. No Prize recipient may return, exchange, assign or transfer the particular Prize awarded to him/her, and no Prize recipient may redeem for cash the particular Prize awarded to him/her; provided, however, that Sponsor reserves the right, exercisable in its sole discretion, to substitute a particular Prize with another prize of substantially equivalent or greater value if that particular designated Prize, or one or more of the components of that particular designated Prize, should become unavailable for any reason. All prize details are at Sponsor’s sole discretion.

**8. Release of Liability:** By participating in the Sweepstakes, each entrant agrees that Sponsor, Administrator, Sponsor’s and Administrator’s respective parents, affiliates, subsidiaries, and advertising, marketing and promotion agencies, each such entity’s respective officers, directors, employees, shareholders, representatives and agents, Facebook, Twitter, Sonos, Apple, Netflix and Spotify (collectively, the “Releasees”), will have no liability whatsoever for, and shall be held harmless by entrants from and against any liability for, any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in the Sweepstakes, or in any activity associated therewith.

**9. Publicity:** Except where prohibited by applicable law, participation in the Sweepstakes constitutes each prize recipient’s consent for Sponsor’s and its agents’ use of such prize recipient’s name, address (city and state), photograph, other likeness (photographic and/or simulated), voice, quotes, opinions, biographical information, and prize information, for advertising, trade and promotional purposes, in any and all media (and on any and all platforms), whether now known or hereafter discovered, throughout the world in perpetuity, without any further compensation, notification or permission.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of the Sweepstakes, if the Sweepstakes, or any portion thereof, is compromised by any virus, worm, bug, non-authorized human intervention, fraud, mechanical failure, or any other factor beyond Sponsor’s reasonable control that impairs the integrity, fairness, safety, security or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, exercisable in its sole discretion, to disqualify any individual(s) it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in any unsportsmanlike, abusive, harassing, threatening or disruptive manner, and all associated Entries will be void. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from and against any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event Sponsor is prevented from awarding a prize or from continuing with the Sweepstakes as contemplated herein by any event, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or stoppage or strike, act

of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or insurrection, any federal, state or local government law, order or regulation, public health crisis (e.g., SARS), order of any court having jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), then subject solely to any governmental approval which may be required, Sponsor shall have the right, with or without notice, to modify, suspend or terminate the Sweepstakes or any affected portion(s) of the Sweepstakes.

**11. Limitations of Liability:** None of the Releasees is responsible for, and all of the Releasees hereby are released and held harmless from and against: (a) any incorrect, inaccurate or incomplete information, whether caused by website users, tampering, hacking, or any equipment or programming associated with or utilized in the Sweepstakes; (b) lost, interrupted, inaccessible or unavailable network, server, ISP, website or other connections; computer or other technical miscommunications or failures; failed computer, satellite, telephone or cable transmissions or lines; jumbled, scrambled, delayed, indecipherable or misdirected transmissions; or computer hardware or software malfunctions, failures or difficulties; (c) unauthorized human intervention in any part of the Sweepstakes; (d) errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or difficulty which may occur in the operation or administration of the Sweepstakes, the processing of Entries, the announcement of any Prize(s), or the copy of any Sweepstakes-related materials; (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's (i) participation in the Sweepstakes or (ii) receipt or use or misuse of any prize; or (f) lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible, unintelligible, indecipherable or invalid Entries. If for any reason an entrant's Entry into the Sweepstakes is confirmed to have been erroneously lost or otherwise destroyed, entrant's sole and complete remedy is another Entry into the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or of any part of the Sweepstakes, for any reason, then Sponsor, at its sole discretion, may elect (but will not be obligated) to hold a random drawing, from among all eligible Sweepstakes Entries that have been received by Sponsor up until the date and time of such discontinuance, for the one (1) First Prize, one (1) Second Prize, and two (2) Third Prizes offered herein.

**12. Disputes:** Except where prohibited by applicable law, each entrant into the Sweepstakes agrees that: (a) any and all disputes, claims, demands, actions, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded in the Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California State Court located in Santa Clara County, California, U.S.A. (and each entrant hereby submits to the exclusive personal and subject matter jurisdiction and exclusive venue of such courts); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award(s) for, and each entrant waives any and all rights to claim, indirect, punitive, exemplary, special, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses; and (d) each entrant waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or of the respective rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed exclusively by, and construed exclusively in accordance with, (i) the laws of the State of California, without giving effect to any choice of law or conflict of law rules or principles (whether of the State of California or of any other jurisdiction) which would result in the application of the state laws of any jurisdiction other than the State of California, and (ii) the federal laws of the United States of America.

**13. Entrants' Personal Information:** Information collected from the entrants into the Sweepstakes is subject to Sponsor's Privacy Policy, which is available for viewing and downloading at: <http://www.tivo.com/legal/privacy>.

**14. Sweepstakes Results:** The names of the Prize recipients in the Sweepstakes may be obtained after January 16, 2015 by sending a self-addressed, stamped envelope to "TiVo Spoiler Shaming Sweepstakes" Prize Recipients List, c/o TiVo Inc., 2160 Gold Street, San Jose, CA 95002, Attention:

Public Relations Department. Requests for the Prize recipients' names must be received by no later than February 27, 2015. Residents of Vermont may omit return postage.

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