

SWEEPSTAKES OFFICIAL RULES

THESE ARE THE OFFICIAL RULES FOR TIVO'S "MOTHER'S DAY ON TWITTER" SWEEPSTAKES (THE "SWEEPSTAKES").

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY, AND WILL BE GOVERNED BY U.S. LAWS. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. Void where prohibited. Subject to these Official Rules.

1. **SPONSOR:** TiVo Inc., 2160 Gold Street, San Jose, California 95002
2. **ELIGIBILITY:** To be eligible to win, you must be a legal resident of the US and be 18 or older (depending on the age of majority in your state) at the time of entry and must have a valid email address and a Twitter account. Employees, officers, directors or agents of Sponsor, its parent, subsidiaries, affiliates, sales representatives, distributors, sales representatives, retailers, advertising or promotion agencies, Brand Ambassadors and all other service agencies ("**Promotion Entities**") involved with the Sweepstakes and members of their immediate families (spouses, children, siblings, parents and their spouses), and/or persons living in the same household as such persons, whether or not related, are not eligible to enter or win any prize in this Sweepstakes. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is subject to fulfillment of all requirements stated herein. Void outside the geographic eligibility listed above and where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.
3. **PROMOTION PERIOD:** This Sweepstakes starts at 1:00 pm, Eastern Standard Time ("EST") and ends at 2:00 pm, EST, on May 6, 2014 (the "**Promotion Period**"). During the Promotion Period, participants will be tweeting with TiVo and its Brand Ambassadors on topics related to Mother's Day ("**Tweet Subject**").
4. **HOW TO ENTER THE SWEEPSTAKES:** Each entrant with an individual active Twitter account who tweets at TiVo's handle (@TiVo) at www.twitter.com (the "**Website**") on the Tweet Subject during the Promotion Period (each, an "**Entry**") will be automatically entered in the Sweepstakes. For clarification, an Entry is a tweet that (a) responds to a question, or (b) is a question or statement that is relevant to the Tweet Subject. A tweet about a hardware question, for example, does not qualify as an Entry. Every tweet on the Tweet Subject during the Promotion Period is a separate Entry, thus increasing an entrant's chances of winning one of six (6) prizes. Each Entry must comply with these Official Rules to be considered an eligible Entry. All winners must have an active Twitter account at the time of Sweepstakes entry and announcement of winners.

Automated entries are prohibited and any such use will be disqualified. Entrants may not enter with multiple email addresses/Twitter accounts, nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. If it is discovered that you have entered or attempted to enter the Sweepstakes multiple times using multiple identities and/or Twitter accounts, all of your Entries will be declared null and void, and any prize you might have been entitled to will not be awarded. Each Entry will be subject to Twitter's Terms of Use (found at www.twitter.com), and must comply

with the Entry requirements set forth below. An Entry on the Website is not a confirmation, representation or warranty by the Sponsor or any of its representatives that the Entry is compliant with these Rules. Sponsor's decisions as to whether an Entry has complied with these Official Rules are final and binding and may be made by Sponsor at any time. Entries that do not meet the requirements of these Official Rules may not be acknowledged and may be automatically disqualified, in Sponsor's sole discretion. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or Website or by any technical or human error which may occur in the processing of the entries.

By submitting an Entry, entrants agree to indemnify and hold Promotion Entities (as defined above) harmless from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Promotion Entities, or any of them, arising out of or in connection with the participation by entrants in this Sweepstakes, any breach by entrants of the foregoing warranties or agreements or the use, in whole or in part, by any Promotion Entities of any Entry (or portion thereof) submitted by entrants in this Sweepstakes. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

SWEEPSTAKES ENTRY REQUIREMENTS

By submitting an Entry in the Sweepstakes, you warrant and represent that the Entry confirms to these Official Rules. Entries must be in English. The following guidelines set by Sponsor apply to each Entry:

(i) You must own all rights in the Entry and have the right to grant Sponsor a license to use the Entry (including any material embodied in the Entry); (ii) Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, any materially dangerous activity, or any inappropriate content; (iii) Entry cannot promote alcohol, illegal drugs, depict gambling references or tobacco use, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) Entry cannot be obscene or offensive, defamatory, libelous, threatening, harassing, or endorse any form of hate or hate group; (v) Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, Promotion Entities or their products or other people, products or companies; (vi) Entry cannot infringe on any trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors) or any intellectual property owned by others, including but not limited to music, photographs, sculptures, paintings and other works of art or images, published on or in websites, television, movies or other media (Sponsor does not permit the infringement of other parties' rights and any use of materials not original to entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Sweepstakes). Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party, unless you have obtained all rights necessary to permit you to use same in connection with your Entry and grant the rights herein granted to Sponsor; Entry cannot, in Sponsor's sole discretion, advertise or promote any brand or product of any kind other than Sponsor's, including but not limited to any of Sponsor's competitors, any of Promotion Entities' competitors, or contain any personal identification (such as license plate numbers, personal names, e-mail addresses or street addresses without permission); (vii) Entry cannot contain materials infringing on any individual's right of publicity, unless you have express written permission from such person to use his/her likeness and performance in connection with the Sweepstakes; (viii) Entry cannot communicate messages or

images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (ix) Entry cannot violate any law or otherwise be inappropriate, as determined by Sponsor in its sole discretion.

EACH ENTRANT WARRANTS TO THE PROMOTION ENTITIES THAT ENTRANT'S ENTRY DOES NOT CONTRAVENE OR INFRINGE ON ANYONE PARTY'S COPYRIGHT OR OTHER INTELLECTUAL PROPERTY, MORAL RIGHTS, PRIVACY OR PUBLICITY RIGHTS.

If you think that any Entry infringes your intellectual property rights, contact us here if you wish to report it: Attn Legal: DMCA Registered Agent, TiVo Inc., 2160 Gold Street, San Jose, California 95002-2160. TWEETS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Sweepstakes Entry requirements set forth herein in its sole discretion. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting an Entry, you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any party; and (e) and posting of the Entry via various media, including Internet posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor, Twitter, Inc., and Promotion Entities from any claims to the contrary.

ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY SPONSOR, AT SPONSOR'S SOLE DISCRETION, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT MAY BE CONFIRMED AS A WINNER OF ANY PRIZE.

5. **WINNER SELECTION:** Shortly after the Promotion Period (at or about 5:00 pm EST), on May 6, 2014, winners will be randomly selected in a random drawing from among all eligible Entries received during the Promotion Period. Odds of winning a prize depend on the number of eligible entries received. Winner will be announced via Twitter.
6. **PRIZES:** The number of prizes, prize details, and the approximate retail value ("ARV") of each prize for this Sweepstakes is provided below. Each winner can win only one (1) prize. For clarification, a winner of a swag bag cannot also win the DVR unit. If a prize cannot be awarded for any reason, Sponsor reserves the right to substitute such prize with another prize of equal or greater value. Prizes are not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except that Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as provided by Sponsor are each winner's sole responsibility, regardless of whether a prize is used in whole or in part. All prize details are at Sponsor's sole discretion. Unclaimed prizes will not be awarded.
 - One (1) Roamio with Product Life Service: ARV of \$499.99 PLS (\$399.99 MSD)
 - Five (5) Swag Bags containing TiVo plush dolls, pens and totes: ARV of \$19.99 each

7. **HOW TO CLAIM YOUR PRIZE:** Winner(s) will be contacted by email, on or around May 6, 2014. The contact notification will include instructions on how to claim the prize. If winner is determined to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or if Sponsor is unable to contact the winner within seventy-two (72) hours of the initial attempt, or in the event that a prize notification or a prize is returned undeliverable, the prize may be forfeited. Potential prize winner may be required to furnish proof of identification and complete, sign and return within seven (7) days of attempted notification, an Affidavit of Eligibility/Liability Release and, where lawful, a Publicity Release, or prize may be forfeited. In the event that a potential prize winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected at random.

If applicable, all prizes will be shipped four (4) to six (6) weeks after verification, which will allow Sponsor to verify each winner's compliance with these Official Rules. Sponsor shall not be held responsible for any change of email address or other contact information of entrants, or for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified winners.

By accepting a prize, each winner consents to the use of winner's name, address (city and state of residence), voice, and statements relating to the Sweepstakes or Sponsor, and Entries or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

8. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator, as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then-prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU**

DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED INACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES OR COURT COSTS BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

9. **OWNERSHIP/USE OF ENTRY:** BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT ENTRANT'S ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, AT SPONSOR'S SOLE DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform, adapt, edit, and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.
10. **By entering, entrants (i) acknowledge compliance with, and are bound by these Official Rules, including all eligibility requirements and, (ii) agree to be bound by all decisions of Sponsor, at Sponsor's sole discretion, which shall be final and binding in all matters relating to this Promotion. All issues of interpretation will be decided by Sponsor. Decisions of Sponsor are final and binding in all matters; and entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. Entrants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void.**
11. Sponsor is not responsible for late, lost, damaged, stolen, misdirected, mutilated, garbled, illegible or incomplete, unreadable, or inaccurate submissions of Entries. Proof of transmission (screenshots or captures of Entry, etc.) and/or submission does not constitute proof of delivery. Sponsor's clock is the official timekeeping device for this Sweepstakes.
12. Sponsor reserves the right to disqualify any entrant's registration in the Sweepstakes (and void all associated Entries) or entitlement to a prize, if, in Sponsor's sole determination, entrant has attempted to undermine the legitimate operation of the Sweepstakes by tampering, cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices (including any entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process).

13. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of the Twitter account/email address provided at the time of entry and entrant must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
14. As a condition of entering, entrants agree to release Sponsor, Promotion Entities, Twitter, Inc., and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of any prize or any participation in any prize-related activities.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

15. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California without regard to any conflicts of law principles. All entrants consent to the jurisdiction and venue of the courts located in the State of California, in the City of San Jose.

16. **SWEEPSTAKES OPERATION**

Sponsor reserves the right, at its sole discretion to cancel, modify or suspend this Sweepstakes at any time, if fraud, technical failures (including any network server or hardware failure, viruses, bugs, errors in programming), or any other errors or other causes corrupt the administration, security, integrity or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible, non-suspect entries received up to the time of such cancellation. In no event will Sponsor be liable for more than the stated number of prizes available in the prize category in question.

17. Promotion Entities do not warrant that access to the Sweepstakes will be uninterrupted. Promotion Entities are not responsible for any problems that may arise, including but not limited to (a) late, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Sweepstakes; (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in connection with the administration of the Sweepstakes, the processing of entries, the offering or announcement of any prize or in any prize notification documents; (d) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; (e) incorrect or inaccurate capture of information, or failure to capture any information in connection with the Sweepstakes; or

(f) damage to a user's computer system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes.

18. **DISCLOSURES**

Any attempt by entrant or any other individual to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. If such an attempt is made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Any entrant who engages in any of the foregoing activities may be disqualified (and all associated entries will be void) and will forfeit any prize won.

19. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

20. For names of winners, send your request (including a self-addressed, stamped envelope to): TiVo's Mother's Day on Twitter Promotion, 2100 Gold Street San Jose CA 95158. Requests must be received by June 1, 2014.

21. **MARKETING AND PRIVACY.** Please refer to Sponsor's privacy policy located at <http://www.tivo.com/legal/privacy> for important information regarding the collection, use and disclosure of personal information by Sponsor. Information collected in connection with entries received for this Sweepstakes will be used for marketing purposes. By entering the Sweepstakes, entrants consent to receive marketing emails with updates and promotions from TiVo. Entrants may follow instructions contained in each email communication to opt-out of receiving future email communications; however, Sponsor may still use the email address provided to notify entrant if entrant has been selected as a winner of this Sweepstakes.