The TiVo Missed Connections Sweepstakes Official Rules

The TiVo Missed Connections Sweepstakes (the "Sweepstakes") is subject to these Official Rules except as expressly stated otherwise. No purchase necessary to enter or win. A purchase or payment will not increase your chances of winning. The Sweepstakes is sponsored by TiVo Inc., 2160 Gold Street, San Jose, CA 95002 (the "Sponsor").

- 1. Eligibility: The Sweepstakes is open to legal residents of United States and the District of Columbia who are at least 18 years of age or older as of the start of the Sweepstakes Period. Employees of TiVo Inc. and its affiliates, Sweepstakes supervisors and members of their immediate families, are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited. See Sponsor's Privacy Policy at <u>http://www.tivo.com/abouttivo/policies/webprivacy.html</u> for more information about privacy.
- **2. Administrator:** Olson, 564 West Randolph Street, Suite 500, Chicago, IL ("Administrator").
- **3.** Sweepstakes Period: Sweepstakes begins at 9:00 a.m. Pacific Daylight Time ("PT") on August 20, 2013 and ends at 11:59:59 p.m. PT on September 20, 2013 (the "Sweepstakes Period"). During the Sweepstakes Period, Sponsor will conduct one (1) drawing ("Drawing") of all qualified entries received during the Sweepstakes Period.

Entries for the Drawing must be received by 11:59:59 p.m. PT on September 20, 2013; the Sweepstakes end date according to Sponsor's time.

4. How to Enter the Sweepstakes: Telephone entries only: Call the advertised telephone number and follow the instructions to register to win. One entry per natural person.

Incomplete, garbled, corrupted or illegible entries are void and will not be accepted. Sponsor is not responsible for lost, late, damaged, delayed, destroyed, misdirected, or incomplete entries. All entries become the property of the Sponsor. Persons discovered entering under multiple identities will be disqualified. Sponsor reserves the right to disqualify false entries or entries suspected of being false. In the event of a dispute as to the identity of a Selected Sweepstakes Entrant, the Selected Entrant will be deemed to be the person whose name and relevant information was given at the time of entry.

- **5.** Odds: Odds of winning a prize depend on the number of eligible entries received.
- **6. Prize:** Twenty-five (25) entrants will win a six (6) month Netflix subscription; Approximate Retail Value: \$50.00.

No substitution, transfer, or cash redemption of prize permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrant cannot assign or transfer their prize to another person or business. Selected Entrant is solely responsible for any and all federal, state, and local taxes on prize. Subscription prizes are subject to the issuer's Terms and Conditions. All activities related to the prize are at the Selected Entrant's own risk and subject to whatever restrictions are imposed by the entities that govern such activities. If prize notification or any prize is returned as undeliverable, or if Selected Entrant may not accept or receive a prize for any reason, prize will be forfeited. Sponsor will not make multiple attempts to contact Selected Entrants.

7. Winner Selection and Notification of Selected Entrant:

One (1) Entrants will be selected at random by September 30, 2013 by a representative of Sponsor from among all eligible entries received by the respective Drawing Date ("Selected Entrant").

The Selected Entrants will be notified by telephone by October 15, 2013. Selected Entrants will be required to respond (as directed) within two (2) days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries, up to three (3) attempts. Selected Entrants may also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, Selected Entrants will be required to complete and return the Release within ten (10) days from the date of notification. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant, up to three (3) attempt: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Selected Entrants will receive the Prize by mail within approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release from the Selected Entrant (exact timing subject to change based upon availability of Prize). In the event of a dispute about the identity of an Entrant, each entry will be declared made by the name and relevant information submitted at time of entry.

8. Publicity: By participating in the Sweepstakes, any Entrant in the Sweepstakes, irrevocably grants the Sponsor and their respective successors, assigns and licensees, the right to use such Entrant's, name, photograph, the Entrant's biographical information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the

Sweepstakes or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.

- 9. General Conditions: By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant. Entrants may be issued an IRS Form 1099 for the ARV of any awarded prize. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disgualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.
- **10. Limitations of Liability:** If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Sweepstakes during the Sweepstakes Period. Selected Entrants also agree to release, discharge, indemnify and hold harmless Sponsor and each of their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii)

telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, nonsuspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these 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 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.

- **11.Disputes:** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.
- 12. Sweepstakes Results: For Sweepstakes results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to The TiVo Missed Connections Sweepstakes, c/o TiVo Inc., 2160 Gold Street, San Jose, CA 95002. Requests must be received within 90 days of the end of the Sweepstakes.

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