

TiVo, Inc. Advertising Media - Product Terms and Conditions

Preemptible. There is no guarantee that a Preemptible Gold Star Sponsorship will be published on the TiVo Service. Invoicing for this product will occur if and when the Sponsorship is published. All Customer Content must be provided within the milestones provided by TiVo upon execution of this agreement such that TiVo may publish the Gold Star Sponsorship at any time.

Program Placement and Pause Menu. All inventory offerings are subject to availability. Reservation of available flight dates are first come, first served and determined based on the date of the signed Agreement. If the network airing a selected show pre-empts or cancels the reserved telecast, TiVo will make commercially reasonable efforts to replace with a like show within the same broadcast week. This Agreement is not cancelable on the basis of a network schedule change. Substitutions will not be made without written approval from the advertiser. Any changes to reserved shows must be requested in writing 30 days in advance of the scheduled air date. Program Placements in Now Playing Groups may appear in rotation with other advertisers who have sponsored programs appearing in that Group.

Performance Based Pricing. The actual cost for Impressions and Click-thru's under this campaign will be based on TiVo's Proprietary Reporting Methodology. TiVo collects a random anonymous sample of roughly 350,000 boxes across the United States. Pulling a sample size of 350,000 boxes results in a 95% confidence interval within 5% margin of error for campaigns with a viewership greater than 10,000 selections per day (70,000 selections for a weeklong campaign). If viewership selection falls under 10,000, then the margin of error is greater than 5%.

TiVo Subscriber Information. The RFI must contain clear disclosure regarding the scope of use of customer information and restrictions applicable thereto. Customer will use prudent methods to safeguard such information, using encryption and password protection. Customer is permitted to use the TiVo subscriber information contained in the RFI file solely to fulfill the RFI and/or communicate with the subscriber about the specific product being promoted through the RFI or product extensions related to that product and for no other purpose. Any communication by Customer to TiVo subscribers during this period shall contain a mechanism for the subscriber to opt-out of further communications. Customer will not transfer, sell or otherwise disclose the TiVo subscriber information to any third party without TiVo's express written consent.

RFI on DIRECTV® DVRs. For subscribers with DIRECTV DVRs with TiVo® service, in addition to the terms regarding TiVo Subscriber Information, Customer will use the subscriber information contained in the RFI file in the manner consistent with that of the TiVo subscriber information as described above for a period up to 180 days. For a period of up to 365 days, Customer may use the subscriber information to track sales. Thereafter the subscriber information must be destroyed. A toll-free number must be provided for subscribers to call if they have questions about the offer. If Customer is not using subscriber information to track sales, Customer will remove from any database and destroy all subscriber information after the 180 day communication period. Customer or fulfillment agency must sign and return DIRECTV's NDA, made available during the production process, for handling this lead generation information at least fifteen (15) days before the campaign period. These restrictions do not apply to RFI fulfillment for subscribers to standalone TiVo DVRs.

Additional RFI Terms. If there is a reference to an Advertiser URL or telephone number in the campaign call to action, they must be unique to the TiVo campaign. The same cost per lead will apply to leads generated from the remote control, URL or telephone number. Advertiser agrees to provide weekly written reports reflecting all actual telemarketing and Internet activity in response to the campaign. Failure to provide timely, complete and accurate reporting will give TiVo the right to immediately terminate the campaign. Upon termination the Advertiser will become immediately obligated to pay the balance of any applicable minimum commitment in full, or if greater, the outstanding balance for all activity through the termination date. Advertiser agrees that if an applicable minimum commitment amount has not accrued by the campaign end date, Advertiser will become immediately obligated to pay the balance of the minimum commitment in full. Following the scheduled flight dates of the campaign, either party has the option to remove the RFI if it does not yield a threshold cost or lead, by giving 14 days notice to the other party via e-mail or fax. Advertiser agrees to pay for all leads generated from this campaign at the cost per lead rate. To the extent that the advertiser desires to impose a maximum budget for the campaign, TiVo will use reasonable efforts to terminate the campaign after such maximum is reached; however, due to the practical constraints of monitoring the campaign, Advertiser will remain liable for any delivery above the maximum budget, not to exceed 20% of the budget amount. Advertiser will be solely responsible for all aspects of fulfillment of leads.

Interactive Tags. TiVo does not guarantee that networks or cable providers will accept TiVo Interactive Tags.