

THE TIVO [INSTANT DVR DISCOUNT] PROMOTION

Terms

The TiVo “Instant DVR Discount” Promotion (the “Promotion”) begins on March 17, 2014 at 12:00 a.m. Pacific Standard Time (“PST”) and ends on March 26, 2014 at 11:59 p.m. PST (the “Promotion Period”). During the Promotion Period, TiVo will award instant discounts of \$25, \$50, and \$75 on any TiVo Roamio series digital video recorder (“DVR”). TiVo Inc., 2160 Gold Street. San Jose, CA 95002.

Promotion is open only to legal residents of the 50 U.S. states and District of Columbia, who are 18 years of age or older.

To get your instant discount, access the TiVo website located at www.tivo.com and [select the link for The Instant DVR Discount Promotion]. Enter your email address where designated, select the hoop you want to have a shot at, and when you click [Shoot], your promotion discount code will automatically appear. Use the code at checkout to get your discount on one of three Roamio DVR boxes. Only one discount per purchase. Discount may not be redeemed for cash and may not be transferred.

Discount codes must be used for the purchase of one of the three following DVRs: (1) TiVo Roamio (approximate retail value \$199.99); (2) Roamio Plus (approximate retail value \$399.99; or (3) Roamio Pro (approximate retail value \$599.99). Only one discount code per purchase may be used. Discount codes may not be used in conjunction with any other offer or discount, and may not be applied to previous DVR purchases or a TiVo service subscription. Discount code will expire on April 28, 2014, and is valid only on DVRs purchased through the TiVo website or through the TiVo call center (1-877-289-8486). ODDS. \$25 discount: 10%, \$50 discount: 55%, \$75 discount: 35%.

Promotion is subject to these terms and conditions. All personal information collected by TiVo will be used only for the administration of the Promotion. In addition, participants will receive email correspondence from, or on behalf of TiVo, subject to TiVo’s privacy policy. TiVo uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and you may opt-out of receiving future emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address referenced below. Please refer to TiVo’s privacy policy located at URL www.Tivo.com/privacy for important information regarding the collection, use and disclosure of personal information by Sponsor.

Subscription service required and sold separately. The TiVo box will not work without a paid subscription to the TiVo service, which is subject to full terms and conditions for TiVo Service Payment Plans and the TiVo Service Agreement.

March Mayhem Bracket Bucket Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

- 1. Eligibility:** The March Mayhem Bracket Bucket Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 U.S. states and District of Columbia, who are 18 years of age or older and located in the U.S. at the time of entry. Void elsewhere and where prohibited by law. Employees, contractors, directors and officers of TiVo, Inc. (“Sponsor”) and its subsidiary and affiliated companies, distributors and licensees involved in the development and administration of the Sweepstakes, and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to enter or win. Void elsewhere and where prohibited by law. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Sweepstakes (“Official Rules”).
- 2. Sweepstakes Period:** Sweepstakes begins on March 17, 2014, at 12:00 a.m. Pacific Standard Time (“PST”) and ends on March 26, 2014, at 11:59 p.m. PST (“Sweepstakes Period”).
- 3. How to Enter the Sweepstakes:** During the Sweepstakes Period, enter the Sweepstakes by first completing the following steps: Visit www.tivo.com/marchmayhem, enter the TiVo “Instant DVR Discount” Promotion (the “Promotion”), which also begins on March 17, 2014 at 12:00 a.m. Pacific Standard Time (“PST”) and ends on March 26, 2014 at 11:59 p.m. PST (the “Promotion Period”). During the Promotion Period, TiVo will award instant discounts of \$25, \$50, and \$75 on any TiVo Roamio series digital video recorder (“DVR”).

In addition to the discount you will receive during the Promotion Period, you will have a chance to select the four teams you think will make it to the finals. If you correctly select the four teams, you will be automatically entered in the Sweepstakes for a chance to win \$5,000 (“Prize”).

- 4. Prize and Approximate Retail Values (“ARV”):** \$5,000. All federal, state and local taxes, and all other costs associated with acceptance of the Prize is the sole responsibility of the winner. Arrangements for delivery of the Prize

will be performed after winner validation. At Sponsor's discretion, an unclaimed Prize may not be awarded.

Winner will be selected on April 10, 2014.

- 5. Conditions:** Sponsor's decision is final in all matters relating to this Sweepstakes. A potential winner will be notified by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit of eligibility, a liability release, and where lawful, a publicity release within a stated amount of time. If declarations/releases are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Sponsor, the potential winner will be disqualified and at Sponsor's sole discretion, an alternate potential winner may be selected. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Sponsor assumes no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or Internet connections, or other errors, failures or malfunctions of any kind. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and illegible entries will be disqualified. The Prize will be awarded only to an address within the United States. This Sweepstakes is subject to all federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final in all matters relating to the Sweepstakes. If, in Sponsor's sole opinion, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by Sponsor, at Sponsor's sole discretion. In the event of cancellation of the Sweepstakes, Sponsor will randomly award the Prize from among all eligible, non-suspect entries received prior to cancellation. Sponsor reserves the right to disqualify any individual who tampers with the entry process or the Website or acts in a disruptive or unfair manner.
- 6. Choice of Law and Jurisdiction:** This Sweepstakes is offered only in United States, and all entrants agree that the rules shall be governed by the laws of California, without reference to provisions on conflicts of laws. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Santa Clara County, California, USA.
- 7. Privacy:** The personal information collected through this Sweepstakes is subject to Sponsor's Terms of Use and Privacy Policy located at

<http://www.tivo.com/legal/privacy>. By entering this Sweepstakes, entrant agrees to the use of entrant's personal information as set forth in the above Privacy Policy.

- 8. Releases:** As a condition of entering, entrants agree (and agree to confirm in writing): (i) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of the Prize or entry; (ii) under no circumstances will an entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Sweepstakes, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where prohibited, by accepting the Prize, winner grants permission for Sponsor and its agents to use winner's name, video/photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.
- 9. Winners' List:** The name of the winner will be posted on www.tivo.com/marchmayhem after winner validation has been completed.
- 10. Sponsor:** The Sweepstakes is sponsored by TiVo Inc., San Jose CA, 95002.