## 2016 A&E ACCESS QUARTERLY SWEEPSTAKES (the "Sweepstakes")

## **OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. ELIGIBILITY: To enter the Sweepstakes you must be: (i) a legal resident of one of the fifty (50) United States or the District of Columbia; (ii) eighteen (18) years of age at the time of entry; and (iii) a member of the A&E Access panel before the start of each respective Quarterly Sweepstakes Period (defined below). Void where prohibited or restricted by law. Sponsor (as defined in Paragraph 11 below), Administrator (as defined in Paragraph 12 below), all prize providers associated with the Sweepstakes, and all of their respective parent companies, affiliates, subsidiaries, licensors, distributors, divisions (collectively, the "Sweepstakes Entities"), and each of their respective officers, directors, employees, representatives and agents, and members of their immediate families and members of their household are ineligible to enter the Sweepstakes.
- **2. SWEEPSTAKES PERIOD:** The Sweepstakes Period begins on February 1, 2016 and ends on December 31, 2016. During the Sweepstakes Period, there will be four (4) Quarterly Sweepstakes, at the times indicated as follows:

Quarterly Sweepstakes Period # 1 begins at 12:00:00 a.m. PT on Monday, February 1, 2016 and ends at 11:59:59 p.m. PT on Thursday, March 31, 2016.

Quarterly Sweepstakes Period #2 begins at 12:00:00 a.m. PT on Friday, April 1, 2016 and ends at 11:59:59 p.m. PT on Thursday, June 30, 2016.

Quarterly Sweepstakes Period #3 begins at 12:00:00 a.m. PT on Friday, July 1, 2016 and ends at 11:59:59 p.m. PT on Friday, September 30, 2016.

Quarterly Sweepstakes Period #4 begins at 12:00:00 a.m. PT on Saturday, October 1, 2016 and ends at 11:59:59 p.m. PT on Saturday, December 31, 2016.

**3. HOW TO ENTER:** To enter, complete at least one (1) study on the A&E Access (<a href="www.aetvaccess.com">www.aetvaccess.com</a>) website ("Website") per Quarterly Sweepstakes Period and you will automatically be entered into the respective Sweepstakes.

Each entry submitted during the Quarterly Sweepstakes Period shall be hereinafter referenced as an "Entry," or collectively, as the "Entries." Entrants must have internet access and a valid email address to participate in the Sweepstakes. Any entrant found using multiple email accounts to enter or participate within the Sweepstakes will be ineligible to participate and all posted entries will be disqualified. Only properly completed studies during each Quarterly Sweepstakes Period will automatically be entered into

the Sweepstakes. Entrants can enter multiple times by taking various studies during each Quarterly Sweepstakes Period. The Sponsor's website database clock will be the official timekeeper for the Sweepstakes. Incomplete, corrupted, false, late, illegible, forged or altered entry forms will be disqualified. In the event of any dispute concerning the identity of any entrant, the relevant Entry will be deemed submitted by the authorized Website account holder of the applicable email address used to enter or in connection with the Study taken.

- **4. DRAWING AND NOTIFICATIONS:** Administrator will conduct a random drawing of one (1) potential winner for each Quarterly Sweepstakes Period (each, a "Potential Winner") within thirty (30) days after the completion of each respective Quarterly Sweepstakes Period. The Potential Winner will be notified within two (2) days from the drawing and will have three (3) days to respond. Odds of winning a prize depend upon the total number of eligible Entries received during each Quarterly Sweepstakes Period. If a Potential Winner cannot be contacted or does not respond within such period of time, such Potential Winner will be disqualified and another Potential Winner will be selected from the remaining eligible Entries received.
- **5. PRIZING:** Grand Prizes (4): Each Quarterly Sweepstakes Period, a Grand Prize Winner will receive a Three Hundred Dollar (\$300.00) check in his/her name. The Approximate Retail Value ("ARV") of all of the Grand Prizes is \$1,200.00. Additional prize restrictions, limitations and exclusions may apply.
- 6. WINNER VERIFICATION AND PRIZE CONDITIONS: Before a Potential Winner will be deemed a Grand Prize Winner, he/she must fill out Prize Verification Form, and any other legal documents that Sponsor may require, including an IRS Form W-9, if a participants wins more than once per calendar year (collectively, "Prize Verification Forms"), within three (3) days from the date Administrator mailed the Prize Verification Forms to the Potential Winner, or the Potential Winner will be subject to disqualification. If the Potential Winner chooses not to accept his/her Grand Prize, or is unable to be notified, an alternate Potential Winner will be randomly selected from all of the remaining Entries. If Sponsor or Administrator is unable to award a Grand Prize after three (3) attempts, the Grand Prize(s) will not be awarded. The Grand Prize Winners (collectively, the "Winners") may not substitute, assign or transfer any prize or redeem any non-monetary prize in lieu of his/her Grand Prize. Sponsor reserves the right in its sole discretion to substitute a Grand Prize (or prize component, if applicable) with one of equal or greater value. Sponsor is responsible only for delivery of each Grand Prize and is not responsible for prize utility or otherwise. All federal, state or other tax liabilities (including income taxes) arising from a Grand Prize associated with the Sweepstakes will be solely the responsibility of each Grand Prize Winner.
- **7. SWEEPSTAKES CONDITIONS:** Each entrant, by participating in the Sweepstakes and through his/her Entry, agrees to (i) be eligible to participate in the Sweepstakes; (ii) abide by and be bound by these Official Rules, Sponsor's Privacy Policy and the decisions of the Sponsor on all matters relating to this promotion; (iii) waive any right to claim ambiguity in the Sweepstakes or these Official Rules; (iv) forever and irrevocably release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (the "Released Parties") from any and all liability, loss or damage of any kind, to persons (including death), or property, resulting in

whole or in part, directly or indirectly from and against any and all liability, loss or damage of any kind, to persons, or property, including death, resulting in whole or in part, directly or indirectly suffered or

resulting from participation in the Sweepstakes or the use, misuse or acceptance or possession of a Grand Prize or any portion thereof, or participation in any Sweepstakes-related activity; (v) grant Sweepstakes Entities (where permitted by law) the right to use entrant's name, address, voice, photograph, likeness, statements, and biographical information on a worldwide basis, in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation; and (vi) warrant and represent that the use of the materials submitted in the Sweepstakes will not violate the rights of any third parties. All Entries become the exclusive property of Sponsor, will not be acknowledged or returned and may be used by Sponsor in any manner or media in perpetuity without compensation. By entering the Sweepstakes, each entrant will also be subject to the Sponsor's Terms of Use as posted on <a href="http://www.aenetworks.com/terms">http://www.aenetworks.com/terms</a>, the Privacy Policy as posted on http://www.aenetworks.com/privacy, and Research Data Privacy Policy as posted on https://www.aetvaccess.com/researchpolicy, where applicable. Receipt of any of the prize components of the Sweepstakes is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Noncompliance with any of the above may result in disqualification. Released Parties are not responsible for any mechanical difficulties or failure connected with the Grand Prizes, or any act or omission whatsoever.

Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes and to hold a random drawing from among all eligible, non-suspect Entries received prior to such action, if any computer virus, bug, tampering, technical failure, unauthorized human intervention or any other cause outside of Released Parties' control corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such modification, cancellation, termination or suspension, a notice of such action will be posted on the Website, if functioning.

**8. LIMITATION OF LIABILITY AND GOVERNING LAW:** Released Parties are not responsible for any claims, damages, expenses, costs or losses to any person (including death) or property of any kind resulting from, arising from, or in connection with, in whole or in part, directly or indirectly, from: (a) any typographical or other error in the printing of the Official Rules, offering or announcement of any prize; (b) late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due or misdirected Entries, e-mails or other communications; (c) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines; (d) data corruption, theft, destruction, loss, unauthorized access to or alteration of entry materials; (e) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's e-mail account to receive e-mail messages; or (f) any problems or technical, hardware or software malfunctions of any telephone network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in the Sweepstakes, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or

Entries to be received by the Sponsor due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer relating to or resulting from participating in the Sweepstakes or downloading any materials associated with the Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means, including, but not limited to, online or text message Entries, will be disqualified. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of their Sweepstakes Entries) from the Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliated companies, if entrant tampers with the entry process or if entrant's act of fraud or misconduct affects the integrity of the Sweepstakes, in any way. Sponsor reserves the right to correct clerical or typographical errors in any promotional materials.

WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE GRAND PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

The Sweepstakes will be governed by the internal laws of the State of New York. Any and all legal actions or claims arising in connection with the Sweepstakes must be brought in a court of competent jurisdiction located in New York County, New York.

- 9. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THOSE MAKING SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW.
- **10. NAMES OF WINNER(S)/OFFICIAL RULES:** To obtain a list of names of Grand Prize Winner(s) or a copy of the Official Rules, send a self-addressed, stamped envelope to: "2016 A&E Access Quarterly Sweepstakes' Winner(s) Name Request", Vision Critical Communications Inc., 200 Granville Street, Mezzanine Floor, Vancouver, BC, V6C 1S4 Canada. All requests must be received on or before February 29, 2017.
- 11. SPONSOR: A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017.
- **12. ADMINISTRATOR:** Vision Critical Communications Inc., 200 Granville Street, Mezzanine Floor, Vancouver, BC, V6C 1S4 Canada.