## VIZIO® SMART TV TWITTER® SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO ENTER

**Eligibility**: Open to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age at the time of entry (except residents of Alabama and Nebraska, who must be 19 years of age or older and resident of Mississippi who must be 21 years of age or older). Void in Puerto Rico and where prohibited or restricted by law. Employees of VIZIO, Inc., ("Sponsor"), its parents, affiliates, and subsidiaries, advertising and promotional agencies, and any other prize sponsor, and the immediate family members and persons living in the same household as such individuals, whether related or not, are not eligible to participate or win. Participation in the VIZIO<sup>®</sup> Smart TV Twitter<sup>®</sup> Sweepstakes (the "Sweepstakes") constitutes your agreement to be bound by these Official Rules.

How To Enter: You can enter the Sweepstakes by: 1) signing into your Twitter account, or if you are not already a member, becoming a member of Twitter; 2) following @VIZIO during the Promotion Period; and 3) tweeting a message mentioning #VIZIOSmartTV. Membership to Twitter is free and registration for Twitter can be obtained by logging on to http://www.twitter.com and following the onscreen instructions to open an account. If your Twitter account is private, your Sweepstakes submission will not be eligible. Limit one (1) Sweepstakes submission per person/Twitter account holder per Promotion Period. All entries must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter web site. If you opt to use Twitter via your wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. The Tweet may not contain: 1) information that is deemed to be obscene or lewd; 2) material that violates or infringes another's rights, including privacy, publicity, or intellectual property; 3) material that is hateful or defamatory; or 4) material that is unlawful or in violation of or contrary to the laws or regulations in any state. Submissions containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be disqualified. It is a potential winner's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his or her Twitter account for any Sponsor direct messages. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. In the event of a dispute about the identity of an entrant, Sponsor may require that the potential winner provide proof that he/she is the authorized account holder of the email address and/or password associated with the winning entry. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Sponsor. Sponsor's computer is the official time keeping device for the Sweepstakes. Once submitted, Entries become the sole property of Sponsor and will not be acknowledged or returned. With submission of entry, the participant will receive promotional or marketing-related emails from Sponsor. The participant may opt out of receiving marketing communications from Sponsor by unsubscribing using the link on any email received from Sponsor, or by replying to an email received from Sponsor and putting the word "unsubscribe" in the subject or body of the email. By entering the Sweepstakes, the participant agrees to be bound by these Official Rules and the decisions of Sponsor in connection with the Sweepstakes, whose decisions are final and binding on all matters relating to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Promotion Period**: The Sweepstakes begins at 12:00 p.m. Pacific Standard Time ("PST") on June 25, 2013 and ends at 1:00 p.m. PST on June 25, 2013 ("Promotion Period").

**Prize**: One (1) prize winner will receive a fifty dollars (\$50.00) VUDU movie credit ("Prize"). The Approximate Retail Value ("ARV") of the Prize is \$50.00. Prizes are non-transferable and no substitution will be made except as provided herein or at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. The winner will be solely responsible for all: (i) federal, state, provincial and/or local taxes (if any), and (ii) other fees and expenses not specified herein associated with the receipt and use of the prize. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**Random Drawing/Odds of Winning**: A random drawing will be conducted at the conclusion of the Promotion Period on or about June 25, 2013 by Sponsor. The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

**Sweepstakes Drawing/Selection and Notification**: To claim the prize, the winner will be required to respond by email and provide his or her legal name, valid email address, physical mailing address and telephone number. The winner's information will be posted on www.twitter.com/vizio, and the winner will be notified, at Sponsor's discretion, by the Twitter account, email, telephone or mail by July 5, 2013. As a condition of accepting the prize, the winner must, within five (5) days from the date of notification by Sponsor: 1) execute and return an Affidavit of Eligibility, Release of Liability and Publicity Release; and 2) provide Sponsor with his/her social security number and a valid government issued photo identification. Failure to return all required documents in this time period may result in the potential winner being disqualified. If a prize notification is returned to Sponsor as undeliverable or if the potential winner will be selected at random from among all remaining eligible entries. Sponsor will arrange for the prize to be delivered to the winner's destination of choice within the fifty United States. However, the number of days in transit is not guaranteed and depends on the final destination. Sponsor is not liable for any loss, delay or mis-delivery of the prize. Any unclaimed and unused portion of prize package will be forfeited and will not be substituted, nor will there be any refund for any unclaimed and/or unused portion of the prize.

**Publicity**: Acceptance of the Prize(s) constitutes permission (except where prohibited), for Sponsor and its designees to use the winner's name, voice, image, likeness, photographs, statements, biographical information and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation advertising, marketing, promotional and/or publicity purposes without additional compensation to such winner.

**Privacy Policy**: By entering this Sweepstakes, each entrant acknowledges and agrees that 1) the entrant has opted-in to Sponsor's Privacy Policy and Terms of Use; and 2) by opting-in, the entrant has read and consents to Sponsor's Privacy Policy and Terms of Use. For additional information, please see Sponsor's Privacy Policy and Terms of Use located at <a href="http://www.vizio.com">http://www.vizio.com</a>.

**Release of Liability**: By participating, the winner and entrants agree to release, defend, indemnify and hold harmless Sponsor and each of their respective officers, directors, employees, representatives and agents from and against any and all liabilities, claims, judgments, injuries, damages, expenses, or losses whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy.

**General Conditions**: Sponsor is not responsible for any unavailability of or interruptions to any service or equipment used in connection with the Promotion, including, without limitation, (1) interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections (2) failures of any

telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic. or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Sponsor reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the systems required to conduct the Sweepstakes or operate the Sponsor web site, or who is otherwise in violation of these Official Rules. All issues concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants, shall be determined by Sponsor in its sole discretion and governed by these Official Rules and California law. Except where prohibited, each entrant agrees that: 1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Orange County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and 3) no punitive. incidental, special, consequential, or other damages, including without limitation lost profits, may be awarded. To the maximum extent permitted by applicable law, Sponsor reserves the right to change these Official Rules or cancel, modify or suspend the Sweepstakes at any time, in its sole discretion.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL AND CRIMINAL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winners List**: To obtain the name of the winner, please send your written request to VIZIO<sup>®</sup> Smart TV Twitter<sup>®</sup> Sweepstakes Winners List, VIZIO, Inc., 39 Tesla, Irvine, California, 92618.

**Sponsor**: VIZIO, Inc., 39 Tesla, Irvine, California 92618. This Sweepstakes is not sponsored, endorsed or administered by, or associated with, Twitter, Inc. or VUDU, Inc.

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