



**Q1 2019 FEEDBACK
SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**INTERNET ACCESS AND A VALID EMAIL ADDRESS
ARE REQUIRED TO ENTER.**

ALTERNATIVE METHOD OF ENTRY IS AVAILABLE.

****WINNER IS RESPONSIBLE FOR ANY TAXES****

Participation in the Q1 2019 Feedback Sweepstakes (“**Sweepstakes**”) constitutes your agreement to be bound by these Q1 2019 Feedback Sweepstakes Official Rules (“**Official Rules**”).

- 1. Sweepstakes Period.** The Sweepstakes commences at 12:01 AM Pacific Time (“**PT**”) on February 1, 2019 and ends at 11:59 PM PT on March 31, 2019 (“**Sweepstakes Period**”). All Sweepstakes entries must be received by 11:59 PM PT on March 31, 2019. Entries submitted past the expiration of the Sweepstakes Period will not be accepted and will be destroyed.
- 2. Sponsor.** The Sweepstakes is sponsored by VIZIO, Inc. (“**Sponsor**”). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any other entity to which the Sweepstakes or its Prize is related.
- 3. Eligibility.** Open only to living individual legal residents of the fifty (50) States of the United States and the District of Columbia and who are at least 18 years of age or older (or the age of majority in their state of legal residence, whichever is older) as of the commencement of the Sweepstakes Period. VOID IN PUERTO RICO, AND OUTSIDE THE U.S., AND WHERE PROHIBITED AND RESTRICTED BY LAW.

Eligibility is contingent upon successful completion of a valid Sweepstakes Entry pursuant to one of the means listed below.

Eligibility does *not* include: Employees, officers and directors of Sponsor and its subsidiaries, members, affiliates, advertising, promotion and web design agencies, and their respective affiliates, assigns or representatives; and any other individuals or entities associated with the development, administration, promotion, advertising, execution of, or supply to this Sweepstakes (collectively, “**Sweepstakes Entities**”); and family members or persons living in the same household as such individuals, whether related or not, are *not* eligible to participate or win. Participation in this Sweepstakes constitutes your agreement to be bound by these Official Rules.

- 4. How to Enter.** There are three (3) methods of entry: the “Email Link Method of Entry”, the “Product Registration Method of Entry” and the “Mail-in Method of Entry” outlined below.

Method #1 – Email Link Method of Entry:

To enter the Sweepstakes via the Email Link Method of Entry, eligible participants must receive an email from Sponsor with a link to where the participant may submit a product review. Eligible participants can enter the Sweepstakes by following these steps: (i) click on the link sent by Sponsor to submit a product review; (ii) complete the form to submit a VIZIO product review. After successfully submitting a product review, the eligible participant will automatically be entered into the Sweepstakes (an “Email Link Entry”). All participants are subject to the Customer Ratings and Reviews Terms of Use; any violation of those Terms will result in disqualification from the Sweepstakes. Entries generated by



script, macro or other automated means and entries by any means which subvert the entry process will be void.

In the event of a dispute over who submitted an Email Link Entry, the authorized account holder of the intended recipient (as per Sponsor's records) of the email with an invitation to submit a product review will be deemed to be the participant. The "**authorized account holder**" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute about the identity of a participant, 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 Entry. Proof of submission of an Entry shall not be deemed proof of receipt by Sponsor. Once submitted, Entries 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.

Method #2 – Product Registration Method of Entry

To enter the Sweepstakes via the Product Registration Method of Entry, eligible participants must first complete a valid product registration form at www.vizio.com. Once product registration is complete, the participant will be presented with a link to where the participant may submit a product review. Eligible participants can enter the Sweepstakes by following these steps: (i) click on the link presented to the participant to submit a product review; (ii) complete the form to submit a VIZIO product review. After successfully submitting a product review, the eligible participant will automatically be entered into the Sweepstakes (a "Product Registration Entry"). All participants are subject to the Customer Ratings and Reviews Terms of Use; any violation of those Terms will result in disqualification from the Sweepstakes. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process will be void.

Method # 3 – Mail-in Method of Entry:

If you do not wish to provide feedback on a VIZIO product, you may enter the Sweepstakes by mailing a postcard to VIZIO, Inc., Attn: Q1 2019 Feedback Sweepstakes, 39 Tesla, Irvine CA 92618, with your entry information of name, email address, telephone number, birthdate and zip code ("Mail-in Entry"). The postcard must be received by March 31, 2019.

An Email Link Entry, a Product Registration Entry or a Mail-in Entry may each be referred to as an "Entry" or collectively as "Entries."

There is a limit of one (1) Entry per person during the Sweepstakes Period, regardless of method of entry.

For all Entries: Sponsor's computer is the official time keeping device for the Sweepstakes. By entering the Sweepstakes, each 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 of the requirements in these Official Rules.

- 5. Random Drawing/Odds of Winning:** A random drawing of all eligible Entries will be conducted on or about April 1, 2019 by Sponsor to select the "**Prize Winner**." The odds of winning the prize depend on the total number of eligible Entries received during the Sweepstakes Period.



6. **Prize.** One Prize Winner will receive one (1) \$1,000 American Express Gift Card with an Approximate Retail Value (“ARV”) of: \$1,000.00 (the “Prize”).

The ARV of the Prize may fluctuate and the ARV may change between the date of commencement of the Sweepstakes and the date that the Prize is awarded or redeemed. If applicable, a Sponsor representative will arrange to ship the Prize to the Prize Winner after the Prize Winner has been announced, and the Prize Winner shall ensure that his/her residence is accessible for the delivery of the Prize to a physical address (*P.O. Boxes not acceptable, signature required*) based on a confirmed date between a Sponsor and the Prize Winner. Prizes may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. 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.

7. **Taxes.** The Prize Winner shall be solely responsible for all (a) federal, state, provincial and/or local taxes, and (b) other fees and expenses not specified herein associated with the receipt and use of the Prize. The Prize Winner will be required to complete and submit an IRS Form W-9 with his/her social security number or the equivalent for receipt of the Prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the Prize. The Prize value will be reported to the IRS and the California Franchise Tax Board by a Sponsor. 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.

8. **Winner Notification.** The Prize Winner will be notified by e-mail on or around April 1, 2019, after completion of the random drawing. If a Prize Winner notification is returned as undeliverable or a Prize Winner cannot be reached, a potential Prize Winner is ineligible, or a Prize Winner declines the Prize, the Prize may be awarded (in Sponsor’s sole discretion) to another randomly drawn Entry. The Prize Winner is subject to verification, including verification of age. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of participants. *P.O. Boxes are not acceptable as mailing addresses.* Awarding of Prize is subject to verification of the Prize Winner’s eligibility and full compliance with these Official Rules.

As a condition of accepting the Prize, the Prize Winner must respond to the Sponsor’s notification of winning **within 72 hours** from the time of notification, and must: (a) execute and return an *Affidavit of Eligibility, Release of Liability and Publicity Release* document within **three (3) business day(s)** from a Prize Winner’s written confirmation of winning; and (b) provide Sponsor with his/her social security number and a copy of a valid government issued photo identification along with the above *Affidavit* document. Failure to sign and return the *Affidavit* will result in forfeiture of the Prize. Failure to return all required documents in this time period may result in the potential winner being disqualified and an alternate winner being selected. Any unclaimed and/unused portion of a Prize or prize package will be forfeited and will not be substituted, nor will there be any refund for any unclaimed and/or unused portion of a Prize.

9. **General:** NO PURCHASE NECESSARY.

- A. **Sweepstakes Cancellation:** Sponsor reserves the right, in its sole discretion to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention, or other causes beyond the control of Sponsor, corrupt or impair the administration, integrity or security of the Sweepstakes (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming). The Sweepstakes Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet, lost network



connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error that may occur and/or that may damage a user's system or limit a participant's ability to participate and/or redeem a Prize in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Sweepstakes violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANTS TO THE FULLEST EXTENT OF THE LAW.

- B. Waiver:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that this Sweepstakes is challenged by any legal or regulatory authority (including but not limited to any federal or provincial or state governmental authority), Sponsor reserves the right to discontinue or modify the Sweepstakes, as applicable, or to disqualify any participants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.
- C. Privacy Policy:** Any personal information collected will be subject to Sponsor's privacy policy. By entering this Sweepstakes, each participant agrees that Sponsor has the right to contact participant by telephone, email or regular mail as set forth by these Official Rules. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For VIZIO, Inc.'s on-line privacy policy, please visit <http://www.vizio.com/privacy>.
- D. Publicity:** Unless prohibited by law, acceptance of a prize constitutes permission, for Sponsor and its designees to use a Prize 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 marketing, promotional and/or publicity purposes, without additional compensation to the Prize Winner.

Except where prohibited, the Prize Winner must be available for interviews and photos, on dates and times to be decided by Sponsor, for release in national and regional television, newspapers, magazines, and Sponsor's marketing and promotional materials in all mediums including but not limited to www.vizio.com.

- E. Release of Liability:** Unless prohibited by law, by participating all participants agree to release, indemnify and hold harmless Sponsor and its 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. Some jurisdictions do not allow such releases or indemnity, so the above may not apply to you.
- F. Third Party Terms and Conditions:** The Prize may be subject to additional terms, conditions and restrictions of third party providers, including but not limited to access to the Internet. You



acknowledge and agree that Sponsor will not be responsible for any agreement between you and such third party providers or any content, applications or software provided by such third parties.

G. California Law: Except where prohibited, by participating each participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of California without giving effect to any principles of conflicts of law of any jurisdiction. Except where prohibited, by participating in this Sweepstakes, each participant agrees that: **(i)** any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and **(ii)** any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and **(iii)** under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

10. Request for Winner List and Official Rules: For Official Rules and/or the Winner List, send a self-addressed stamped envelope by March 31, 2019 to: VIZIO, Inc., Attn: Q1 2019 Feedback Sweepstakes, 39 Tesla, Irvine, CA 92618, USA. Residents of Vermont may omit return postage on rules requests. Winner List will be available after April 1, 2019.

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