Yahoo! Movies 'I Do' Sweepstakes Part II Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Yahoo! Movies 'I Do' Sweepstakes Part II (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or the age of majority in their state of residence, whichever is Employees of Yahoo! Inc. ("Sponsor"), ePrize, LLC greater, at the time of entry. ("Administrator"), Summit Entertainment, LLC ("Summit"), and each of their respective parent, subsidiary and affiliate companies, and all prize providers supplying prizes to be awarded in the Promotion and advertising agencies associated with the Promotion (collectively, the "Promotion Entities"), as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Yahoo! Inc., 701 1st Ave., Sunnyvale, CA 94089. **Administrator**: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069. This Sweepstakes is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook. You understand that you are providing your information to Sponsor and/ or Administrator and not to Facebook. Summit is not responsible for the administration of the Sweepstakes, the collection of entries, or the selection of winners

3. Timing: The Sweepstakes begins on February 1, 2012 at 12:00 a.m. Eastern Time ("ET") and ends on February 13, 2012 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit the "Yahoo! Movies" page on the Facebook platform at http://www.facebook.com/YahooMovies (the "Promotion Site") and click on the "Twilight Saga Sweepstakes" application and complete and submit the registration form, including your first name and last name, a valid home address, email address, and phone number. P.O. Boxes are not permitted. Upon completion of the registration form, you automatically will receive one (1) entry ("Entry") into the Sweepstakes. Limit: You may only submit one (1) Entry per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disgualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, or misdirected Entries, which will be disgualified. In the event of a dispute as to any registration or Entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. In the event of a dispute over the authorized owner of an Entry or a potential winner's inability to provide sufficient authorization to Sponsor's satisfaction, the Entry shall be disqualified.

5. **Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winners from all eligible Entries received during the Promotion Period, on or around February 14, 2012. The potential winners will be notified by email, mail, or phone. Except where prohibited, the Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Release(s)") which must be received by Administrator, within ten (10) days of the date notice or attempted notice is sent, in order to claim the Grand Prize (as defined below). If a potential winner of any Prize cannot be contacted, or fails to sign and return the Release(s) within the required time period (if applicable), the potential winner forfeits the Prize. Receiving a Prize is contingent upon compliance with these Official Rules. In the event that the potential Grand Prize winner is disgualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the Grand Prize will remain un-awarded. Unclaimed First Prizes will not be awarded. First Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED. Winner may be issued an IRS Form 1099 which documents the value of the prize for tax purposes.

6. Prizes: <u>ONE (1) GRAND PRIZE</u>: The verified eligible winner of the Grand Prize (the "Grand Prize Winner) will receive one (1) of the following trips, as determined by Summit, in its sole discretion:

- a) A trip for two (2) to San Diego, California in July 2012. Trip package includes (i) round trip, coach-class air transportation for two (2) from a major airport near Grand Prize Winner's home (determined by Sponsor in its sole discretion) to San Diego, CA; (ii) two (2) consecutive nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and (iii) the opportunity to meet some of the cast of "The Twilight Saga: Breaking Dawn Part 2" at an event to be determined (the "Cast Event"); OR
- b) A trip for two (2) to The Twilight Saga: Breaking Dawn Part 2 official press junket in Los Angeles, California in November 2012 (the "Junket"). Trip package includes (i) round trip, coach-class air transportation for two (2) from a major airport near Grand Prize Winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; (ii) two (2) consecutive nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and (iii) the opportunity to meet some of the cast of The Twilight Saga: Breaking Dawn - Part 2 at an event to be determined (the "Junket Event").

<u>For both trip options of the Grand Prize</u>: The Grand Prize Winner must travel on the dates determined by Sponsor in its sole discretion for the applicable trip option or the Grand Prize

will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to the Grand Prize Winner. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the Prize description above, including, but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Grand Prize Winner. Unless child of Grand Prize Winner, travel companion must be at least eighteen (18) years of age or the age of majority in their state of residence, whichever is older as of the date of departure and must travel on same itinerary and at the same time as the Grand Prize Winner. Travel companion must execute the Release(s) prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to Grand Prize Winner's proximity to prize location, ground transportation will be substituted for round-trip air travel at Sponsor's Sponsor will not replace any lost, mutilated, or stolen tickets, travel sole discretion. vouchers or certificates. Grand Prize Winner's and his or her travel companion's seat assignments, if any, at the Cast Event or the Junket Event will be designated by Summit (or its designee). Summit (or its designee) reserves the right to remove or to deny entry to the Grand Prize Winner and/or his or her travel companion who engages in a disorderly or disruptive manner or with intent to annoy, abuse, threaten or harass any other person at the Cast Event or the Junket Event (all as determined by Summit or its designee in its sole and absolute discretion). Entry to the Cast Event or the Junket Event may be denied if tickets, passes, or credentials are lost or misplaced or if Grand Prize Winner and companion Sponsor is not responsible if the Cast Event or Junket is delayed, postponed, or are late. cancelled for any reason, in which event that portion of Grand Prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV") of the Grand Prize: \$4,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Grand Prize Winner will not receive difference between actual and approximate retail value.

<u>UP TO ONE HUNDRED (100) FIRST PRIZES</u>: The Twilight Saga: Breaking Dawn - Part 1 DVD or Blu-ray[™]. Limit: One (1) First Prize per person. ARV of each First Prize: \$15.

<u>For all Prizes</u>: The Grand Prize and First Prizes may be referred to herein as "Prizes." Prizes are non-transferable and no substitution will be made or cash equivalent paid, except as provided herein 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. Winners are responsible for all taxes and fees associated with Prize receipt and/or use. Odds of winning a Prize depend on the number of eligible entries received during the Promotion Period.

Total ARV of all Prizes: \$5,500.

7. Release: By receipt of any Prize, winners agree to release and hold harmless the Promotion Entities, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, members, directors, employees and agents, along with Facebook, Inc., (collectively, the "Released Parties") from and against any claim

or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. The Released Parties make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES</u> <u>ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A <u>PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.</u></u>

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor, in its sole discretion. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible Entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the Entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances

11. Disputes: Except where prohibited, 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 the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information from entrants in this Sweepstakes is collected by ePrize, LLC on behalf of Yahoo!, and is subject to Yahoo!'s <u>Privacy Policy</u>.

13. Winner List: For a winner list, visit <u>http://bit.ly/xUhzuG</u> after the Promotion Period has ended (and after winner confirmation is complete) but no later than ninety (90) days after Sweepstakes has ended.

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