

Live Your Dreams Official Rules

NO PURCHASE IS NECESSARY. BingeNow.com REGISTRATION IS REQUIRED AND REGISTRATION IS FREE.

1. Eligibility: Live Your Dreams (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry and who did not purchase any equipment for purposes of entering the Promotion. Employees of Binge LLC, Jackwards LLC, Images USA, Inc., ePrize, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, consultants and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. The Promotion consists of a sweepstakes (the "Sweepstakes") and a contest (the "Contest").

2. Sponsor: Binge LLC, 11552 Manorstone Lane, Columbia, MD 20144.
Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on October 1, 2012 at the beginning of the calendar day Eastern Time ("ET"), ends on December 3, 2012 at the conclusion of the calendar day ET (the "Promotion Period"). The Contest consists of three (3) phases, as set forth in the chart below. Each Phase starts at the beginning of the applicable calendar day and ends at the conclusion of the applicable calendar day ET.

Phase	Start Date	End Date
Video Submission	October 1, 2012	November 16, 2012
Voting	October 1, 2012	November 30, 2012
Grand Prize Judging	November 17, 2012	December 3, 2012

Sponsor's computer is the official time-keeping device for the Promotion.

5. How to Enter: You must be registered on BingeNow.com to participate in this Contest. Registration is free. If you are not already registered you may visit BingeNow.com and click [SIGN UP](#) on any BingeNow.com website page to register.

a) The Contest: During the Video Submission Phase, visit BingeNow.com, log-in, select upload from the menu bar and fill in the video upload form remembering to select the contest division you want to submit your video in, i.e. - one of the following divisions (each a "Division"): i.) Music ii.) Comedy or iii.) Short Film, hereafter referred to as your video submission (the "Video Submission"). By completing the video upload form and submitting your Video Submission, you agree that your Video Submission conforms to the

Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Video Submission and disqualify you from the Contest if it believes that your Video Submission fails to conform to the Guidelines and Restrictions.

Video Guidelines:

- The Video Submission must satisfy all of the video requirements defined on the video upload form for maximum size, min & max resolution and accepted formats; and
- The Video Submission must be at least one (1) minute and must not exceed thirty (30) minutes in length.

Content Restrictions:

- All Video Submissions must adhere to Sponsor's community guidelines for video content: http://BingeNow.com/terms_of_service;
- The Video Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Video Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Promotion;
- The Video Submission must not contain material that is inappropriate, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Video Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Video Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Video Submission is created.

For All Video Submissions: Uploading a Video Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Video Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Video Submission. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Video Submissions, which are disqualified.

b) The Sweepstakes: You must be registered on BingeNow.com to participate in the Sweepstakes. Registration is free. If you are not already registered you may visit BingeNow.com and click [SIGN UP](#) on any BingeNow.com website page to register. During the Voting Phase, you may vote by selecting "Like" or "DisLike" on the Video Submission(s). You will receive one (1) entry into the Sweepstakes for the first vote you submit only. Limit: Each entrant may receive one (1) Sweepstakes entry during the Voting Phase but can vote "Like" or "Dislike" on as many Video Submissions as they wish.

Multiple entrants are not permitted to share the same email address or Profile. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Profiles, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address associated with registering the Profile used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. 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.

6. Winner Determination: Winners will be determined via the processes set forth below.

a) Contest:

- I. Voting Phase:** During the Voting Phase, all entrants' Video Submissions will be posted in an online gallery called a Live Your Dreams Contest channel, one for each Contest Division, for public voting at BingeNow.com. The specific Live Your Dreams Contest Division channel, i.e. - Music, Comedy and Short Film, is accessible from the Live Your Dreams Contest page or from the BingeNow.com homepage contest logo that accesses the Live Your Dreams contest page or by using the BingeNow.com channel search capability to directly find the specific Contest Division channel you are looking for. Individuals who meet the eligibility criteria set forth in Section 1 will be invited to vote by selecting "Like" for their favorite Video Submissions. Viewing Video Submissions requires your browser to support HTML5 video. HTML5 video is supported in all recent versions of Chrome, Safari, FireFox and IE9 browsers. If you don't have a recent version of a browser that supports HTML5 then you need to download and install the latest version of your favorite browser. Each entrant may vote once (1) per Video Submission and for as many Video Submissions they desire during the Voting Phase. Each entrant that receives the highest number of Like votes per Division during the Voting Phase will each be deemed a potential "Contest Division Prize Winner" (three (3) Contest Division Winners in total – one (1) potential Contest Division Prize winner per Division). Contest Division Prize Winners are not allowed to win more than one Contest Division prize. Any potential Contest Division Prize winner who has more than one Contest Division win, will only be awarded one prize for their winning Video Submission with the highest number of Like votes. In this case, the Video Submission that received the next highest number of Like votes would be deemed the applicable potential Contest Division Prize winner (abdicated by the multiple Contest Division Prize winners). In its sole discretion, Sponsor reserves the right to select an alternate Contest Division Prize winner should the voting appear to have been tampered with or manipulated in any way. In case of a tie for any spot, the Sponsor, in its sole discretion, will select the applicable potential winner based on highest number of views, and judging criterion of Quality/Creativity of the Video Submission. Any attempt by any voter to obtain more than the stated number of votes by using

multiple/different email addresses, profiles, identities, registrations and logins, or any other methods will void that voter's votes and that voter may be disqualified. Use of any automated program to vote will result in disqualification.

II. Judging Phase: During the Judging Phase, qualified judges determined by Sponsor in its sole discretion will select the top Video Submission (from across all Divisions) as the potential Contest Grand Prize winner based on the following criteria ("Judging Criteria"):

- **Quality /Creativity of Video Submission (60%); and**
- **Public Like Voting (40%)**

In the event of a tie, Sponsor, in its sole discretion, will determine the potential Contest Grand Prize winner based on the Video Submission that received the highest number of views, and judging criterion of Quality/Creativity of the Video Submission.

Sponsor reserves the right to award fewer than the stated number of prizes, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Video Submissions. Each potential Contest winner will be notified by mail, email or phone on or around December 7, 2012.

b) Sweepstakes: Sponsor's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries on or around December 7, 2012 and will notify each potential winner by mail, email or phone at that time.

7. Winner Requirements: Receiving a prize is contingent upon compliance with these Official Rules. Except where prohibited, each potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within fourteen (14) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that any potential winner is disqualified for any reason, an alternate winner will be determined by an application of the Judging Criteria. If after three (3) attempts a potential Contest Division Prize or Grand Prize winner is not confirmed, the applicable prize will remain un-awarded. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Video Submission and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Video Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the

Video Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Video Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Video Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks after end of the Promotion.

8. Prizes:

- a) Contest:** ONE (1) GRAND PRIZE: \$10,000 (awarded as a check). THREE (3) CONTEST DIVISION PRIZES (one (1) per Division): \$1,000 (awarded as a check).
- b) Sweepstakes:** ONE (1) SWEEPSTAKES PRIZE: \$1,000 (awarded as a check). Odds of winning the prize depend on the number of eligible entries received during the Voting Phase.

For All Prizes: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Winners are responsible for all taxes associated with prize receipt. Limit: one (1) Contest Division Prize per person.

9. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Jackwards LLC, Images USA, Inc., Administrator, and their respective subsidiaries, affiliates, consultants, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (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 Promotion or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion 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 Promotion 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.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 Promotion;

(4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. 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.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion, 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 Promotion, 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.

13. Entrant's Personal Information: Information collected from entrant is subject to Administrator's Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy http://bingenow.com/privacy_policy.

14. Winner List: For a winner list, visit <http://bit.ly/QFS7JE>. The winner list will be posted after winner confirmation is complete.