



Rate & Win Sweepstakes Official Rules

NO PURCHASE IS NECESSARY. BINGENOW.COM REGISTRATION IS REQUIRED AND REGISTRATION IS FREE.

1. Eligibility: The Rate & Win Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States of America and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees of Binge LLC, Jackwards LLC, Images USA, 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 Sweepstakes or production or distribution of Sweepstakes materials are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Sponsor: Binge LLC, 11552 Manorstone Lane, Columbia, MD 20144.

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

4. Timing: The Sweepstakes begins on June 1, 2013 and ends on June 30, 2013 at the conclusion of the calendar day ET. Sponsor's computer is the official time-keeping device for the Sweepstakes.

5. How to Enter: You must be registered on BingeNow.com to participate in this 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.

You will receive one entry in the contest for each day during the contest period during which you rate at least one video on BingeNow.com. You rate a video by viewing it (while logged in) and clicking on a button to give it a rating of "like", "neutral", or "dislike".

Any attempt by any entrant to obtain additional entries by using multiple/different email addresses, profiles, identities, registrations, or any other fraudulent method 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, incomplete, invalid, or misdirected ratings, 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 the registered account 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. The name of the "authorized account holder" must match the name provided to Binge on the entrant's registration profile.

6. Winner Determination:

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. Sponsor will randomly select the potential Sweepstakes winner from all



eligible entries on or around July 1, 2013 and will notify the winner by email at that time. If entrant has also provided a phone number and/or mailing address, Sponsor may also attempt to provide notification by phone and/or postal mail if the email notification is not immediately successful.

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 Sponsor 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 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 one (1) alternate drawing 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, and prize information in connection with the Sweepstakes, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. 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 within 8 weeks after the end of the Sweepstakes.

8. Prize: \$1,000 (awarded as a check). Odds of winning the prize depend on the number of eligible entries received. 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.

9. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Jackwards LLC, Images USA, Inc., and their respective subsidiaries, affiliates, consultants, suppliers, distributors, advertising/Sweepstakes 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 Sweepstakes or receipt or use or misuse of any prize.

10. 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. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other Sweepstakes 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.



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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections of 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. 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 Sweepstakes. 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, 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 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.

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy http://BingeNow.com/privacy_policy.

14. Winner List: The winner of the Sweepstakes will be posted at <http://BingeNow.com/sweepstakes> after winner confirmation is complete.