

## **SKOVU OCTOBER CONTEST RULES**

The details regarding the prize(s) are included in each contest description and procedures for entering each contest are contained in the Official Rules below.

**ELIGIBILITY.** The contest is open to legal residents of the contiguous United States and any countries that have full access to Google Play, Roku and the Apple Store where permissible by law, who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old at the time of entry). Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Alemaedae Theater Productions (the “Sponsor”), SkoVu TV, the promoter or partner (if applicable) and each of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies associated with the Contests are not eligible to participate or win a prize. Proof of residency and age may be required. The Contest is subject to all applicable federal, state, and local laws, rules and regulations. Void outside where otherwise prohibited or restricted by law, rule or regulation. Entrants are eligible to win one (1) contest every sixty (90) days.

**TIMING.** The Contest timing begins and ends as designated in materials. Entries received prior to or after the Promotion Period are disqualified.

**TO ENTER.** The contest may be entered via the designated methods only during the Promotion Period. No other methods of entry will be accepted. Limit one (1) entry per person, per e-mail address, per household and Google login, regardless of method of entry. Multiple entries received from any person or e-mail address or household in excess of the stated limitation will be void.

Online Method (if applicable): You can enter the contest during the Promotion Period by accessing and completing the entry form located on <https://www.skovutv.com/plans-pricing>. Follow the instructions on the screen and complete the online entry form. You must complete all required information in order to be eligible. Any attempt by a person to enter more than once with multiple email accounts may result in disqualification at the discretion of Sponsor upon verification of prize winner. It is your responsibility to ensure timely submission of entries. No submissions will be accepted after the deadline for any reason. The sole determinant of time for the purposes of online entries will be Sponsor’s server machine(s) located in the Eastern time zone.

**USE OF DATA.** Sponsor will be collecting personal data about participants (including, without limitation, name, phone number, mailing address, gender, age e-mail addresses)

when they enter the contest online. The sponsor is entitled to use personal data contained in all entry forms in accordance with the Sponsor's privacy policy. All information submitted online by entrants is subject to and will be treated in a manner consistent with Sponsor's Terms of Use accessible at [www.skovutv.com](http://www.skovutv.com) (both of which are incorporated herein by reference). Notwithstanding any contrary provision in the Sponsor's privacy policies, entrants grant to the Sponsor, and the Sponsor reserves, the right to use any and all information related to the contest, including information provided by entrants in connection with the contest, for any purpose, unless prohibited by law. Entrants may be required to sign a release, which grants the Sponsor the right to use and publish their proper name online or in any other media in connection with the contest. In order to accept a prize, entrants (excluding from Tennessee and where otherwise prohibited by law), shall be required to sign a release that grants permission to the Sponsor to use his or her name, photograph, likeness, prize information and/or biographical information without future compensation.

**AGREEMENT TO OFFICIAL RULES.** Participation in the Contest constitutes entrant's full and unconditional agreement to and full acceptance of these Official Rules and Sponsor's Privacy Policy at [www.skovutv.com](http://www.skovutv.com) and to be contacted by email. Odds of winning depend on the total number of eligible entries received during the Promotion Period.

**SELECTION/NOTIFICATION OF POTENTIAL WINNER.** Potential winner(s) will be selected in a random drawing to be held as outlined on the social platform and contacted in the sole discretion of the Sponsor by e-mail. Sponsor's decisions as to all matters related to the administration of the contest and selection of the Winner are final. The Potential Winner must comply with all terms and conditions set forth in these Official Rules, and winning an award or prize is contingent upon fulfilling all requirements. If a potential winner cannot be contacted within a time deemed reasonable by the Sponsor but not less than 5 business days after the first attempt to contact such potential Winner, an alternate entrant will be selected in his or her place at random from all eligible entries received.

**PRIZE:** The prize shall be described via the website [www.skovutv.com/contestrules](http://www.skovutv.com/contestrules) including Approximate Retail Value ("ARV").

The winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All Prize details are at Sponsor's sole discretion.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sponsor's sole and absolute discretion. Prizes (and/or any portion thereof) are non-transferable and non-exchangeable. No refunds or credit for changes is allowed. No substitutions or cash redemption of any

Prize is permitted except that Sponsor retains the right to substitute a prize (or portion thereof) with one of comparable or greater retail value (or at Sponsor's election, the cash value of the applicable prize) at its sole and absolute discretion. Additional restrictions may apply.

**WAIVER OF LIABILITY/PUBLICITY RELEASE.** The Winner must execute and return to Sponsor an Affidavit of Eligibility/Release of Liability, and except in Tennessee and where otherwise prohibited by law, Publicity (the "Affidavit") provided by Sponsor and if requested, a W9, prior to receipt of Prize. Noncompliance within this time period may result in disqualification, and an alternate winner may be selected. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

**GENERAL CONDITIONS.** Except where prohibited by law, the Winner grants to Sponsor and its advertising agencies the right to use and publish Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote the contest without additional compensation.

By entering the contest, you forever waive any and all claims or cause of action against Sponsor, SkoVu TV, promoter, any companies or prize providers associated with the contest and each of its and their respective parent companies, subsidiaries, affiliates, owners, members, shareholders, directors, officers, employees and agents (each a "Releasee" and collectively the, "Releasees") arising out of participation in the contest or receipt or use or misuse of any prize, including, but not limited to any injury or damage to persons or property, including death, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of Prize, including without limitation, any cancellation or postponement of any Prize event or any travel or activity related to the receipt or use of any Prize.

Sponsor reserves the right to cancel or modify the contest if fraud or any other factor impairs the integrity of the contest as determined by Sponsor in its sole discretion.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND THE RELEASEES (DEFINED ABOVE) HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural

person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. The prize will only be awarded to the authorized account holder. Prizes are not transferrable under any circumstances.

If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the contest, or if technical difficulties compromise the integrity of the contest, Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the contest, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award prize in a random drawing from all eligible entries received before the time of cancellation. Sponsor in no way promote illegal acts, and any and all entries which include or promote illegal acts will be disqualified.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the contest.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Participants in the contest hereby consent to the exclusive jurisdiction and venue of New York courts (state and federal) in Erie County for any causes or controversies arising out of

the contest. Winner waives any and all objections to jurisdiction and venue in these courts. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies (“Claims”) arising out of or in connection with this contest shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum (“NAF”) or the American Arbitration Association (“AAA”), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator’s authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.