

## Dickey's Barbecue Pit "The Middle" Family Reunion Sweepstakes

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT WILL BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

The entry period for the Dickey's Barbecue Pit "The Middle" Family Reunion Sweepstakes ("Sweepstakes"), sponsored by Warner Bros. Domestic Television Distribution ("Sponsor"), begins Monday, January 16, 2017 at 12:00:01 a.m. Pacific Time ("PT") and ends at 11:59:59 p.m. on, Friday, February 3, 2017 (the "Sweepstakes Period"). All federal, state and local laws and regulations apply.

#### **ELIGIBILITY:**

The Sweepstakes is only open to individuals who meet the following criteria at the time and date of entry: (a) are twenty-one (21) years of age or older, who (only applicable if using text method of entry) have a registered wireless account with Short Message Services ("SMS") capability and/or wireless internet service, and (b) are a legal resident of and physically residing in one of the 50 United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law) ("Entrant").

Employees, officers and directors of Sponsor, Time Warner, Warner Bros. Entertainment Inc., Warner Bros. Worldwide Television Marketing, the television show "The Middle", Dickey's Barbecue Pit, Entertainment Marketing Group, Vibes, and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, advertising, promotion and public relations agencies, and their respective agents, independent contractors, representatives and agencies (collectively, the "Sweepstakes Entities") are not eligible to participate in the Sweepstakes and/or win a Prize (as defined below). Additionally, immediate family members of such employees and persons living in the same household as such employees (whether related or not) are not eligible to win. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

By entering this Sweepstakes, Entrants agree to be bound by these "Official Rules" and the decisions of the Sponsor, which are final and binding in all respects and cannot be challenged or appealed.

**The Grand Prize winner must be available to travel to Los Angeles, CA on a date to be determined by Sponsor. If the potential winner is not available for travel on the designated date(s) then he or she will forfeit the Grand Prize and Sponsor may, at Sponsor's sole discretion, choose another winner.**

**HOW TO ENTER:** SMS and online entry are the only methods of entry for the Sweepstakes.

Entries received before and/or after the Sweepstakes Period will be void. All entries become the sole property of Sponsor and will not be acknowledged or returned.

Sponsor's computer will serve as the official timepiece for the Sweepstakes.

#### **1. Online**

If the Entrant meets the eligibility criteria set forth above, then in order to enter Entrant must go to "The Middle" website located at <http://www.TheMiddleWeekdays.com> during the Sweepstakes Period and follow the steps below:

- A. Watch syndicated episodes of "The Middle" (the "Show") during the Sweepstakes Period (check your local listing for time of broadcast). During each broadcast of the syndicated episode of the

- Show during the Sweepstakes Period an entry word will appear on screen (the “Word of the Day”).
- B. Entrant must then access the sweepstakes webpage via the banner located at <http://www.TheMiddleWeekdays.com>.
  - C. Web Entrant must then submit the following:
    - Entrant’s first name, last name, e-mail address, and phone number(s) (“Personal Information”).
    - Entrant will also be required to check a box acknowledging that Entrant has read and accepts this Sweepstakes’ Official Rules.
  - D. Entrant must then enter the correct “Word of the Day.” The applicable “Word of the Day” will be valid during the Sweepstakes Period from 12:00:01am PT until 11:59:59pm PT on the day on which the applicable episode of the Show aired. An incorrect “Word of the Day” will disqualify an Entrant’s entry from being included in the applicable Prize drawing. If the Show did not feature a “Word of the Day”, you may enter by typing “None” in the appropriate field of the entry form.

A qualifying entry requires all of the following elements submitted via <http://www.TheMiddleWeekdays.com>:

1. Acknowledgment that Entrant meets the eligibility requirements criteria:
  - a. Entrant is at least twenty one (21) years of age; and
  - b. a resident of one of the 50 United States (excluding Puerto Rico, United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law or by these Sweepstakes) or the District of Columbia;
2. The required Personal Information, as described above; and
3. The correct Word of the Day

## **2. SMS Text Entry**

**By participating in Dickey’s Barbecue Pit “The Middle” Family Reunion Sweepstakes via text entry, Entrant is agreeing to receive up to 4 automated marketing messages per request to the mobile number provided at entry.** Consent is not a condition of purchase or entry. Text HELP for help. Message & data rates may apply. Privacy Policy: <http://www.warnerbros.com/privacy-center-wb-privacy-policy>.

If the Entrant meets the eligibility criteria set forth above:

- A. Watch syndicated episodes of “The Middle” (the “Show”) during the Sweepstakes Period (check your local listing for time of broadcast). During each broadcast of the syndicated episode of the Show during the Sweepstakes Period an entry word will appear on screen (the “Word of the Day”).
- B. Entrant will be required to submit the correct “Word of the Day” that appeared on the Program to 34490. The applicable “Word of the Day” will be valid during the Sweepstakes Period from 12:00:01am PT until 11:59:59pm PT on the day on which the applicable episode of the Show aired. An incorrect “Word of the Day” will disqualify an Entrant’s entry from being included in the applicable Prize drawing. If the Show did not feature a “Word of the Day”, you may submit “None” to 34490. Message and data rates may apply.
- C. If selected as a Prizewinner (as defined below), Sponsor will send a text message to Entrant with a URL to a special Sweepstakes website. The site will provide Entrant with instructions on how to claim a prize (subject to Sponsor’s verification process). Receipt of the text message is not in and of itself evidence that an Entrant has won a prize. All potential Prizewinners are subject to verification.

**Entrant’s entry must be received by Sponsor between 12:00:01 a.m. PT on Monday, January 16, 2017 and 11:59:59 p.m. PT on Friday, February 3, 2017. Each “Word of the Day” is valid for only twenty-four (24) hours, after which time the “Word of the Day” is reset.**

Submission of false or misleading Personal Information of an Entrant will be grounds for disqualification of entry. Entries generated by a script, macro or other automated means will be disqualified. Illegible, damaged, lost, late or incomplete entries, as determined by the Sponsor in its sole discretion, will be disqualified. Sponsor will not deem proof of submission of an entry as proof of receipt of an entry. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to

age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. It is the sole responsibility of the Entrant to notify Sponsor in writing of any changes to Personal Information, including email addresses, by mailing such notice to: Dickey's Barbecue Pit The Middle Family Reunion Sweepstakes c/o Warner Bros. Domestic Television Distribution, 4001 West Olive Avenue, Burbank, CA 91505. All entries and related correspondence become property of Sponsor and will not be returned. Entrants are limited to one (1) entry per day. Additional entries will be disqualified as will incomplete entries and entries not received during the Sweepstakes Period.

By entering via text message, Entrant certifies that Entrant is 21 years of age or older. You will receive up to 4 automated marketing messages per request to the mobile number provided at entry. In addition to any entry or submission, Entrant's carrier's standard message and data rates may apply. Sponsor will not be liable for any delays in the receipt of any text messages as delivery is subject to effective transmission from Entrant's network provider. Text messages are provided on an "as-is" basis. Data obtained by Sponsor in connection with text message entries may include Entrant's cell phone number, carrier's name, and date, time and content of message. Such information may be used by Sponsor to contact Entrant.

At the time of entry, all Entrants will be offered the opportunity to receive further communications from the Sponsor, and grant the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Entrants are not required to do so and granting permission will not increase his or her chances of winning.

#### **WINNER SELECTION PROCESS:**

Sponsor will conduct a random drawing to determine the Prize winners on or around February 15, 2017, from among all eligible entries received during the applicable Sweepstakes Period.

**The Grand Prize winner must be available to travel to Los Angeles, CA on a date to be determined by Sponsor. If a potential Grand Prize winner is not available for travel on the designated date(s) then he or she will forfeit the Grand Prize and Sponsor may, at Sponsor's sole discretion, choose another winner.**

The Grand Prize Winner and Daily Runner-Up Prize Winners are collectively referenced hereinafter as "Prizewinner(s)". The Grand Prize and Daily Runner-Up Prizes are collectively referenced hereinafter as "Prize."

If a potential Prizewinner is found ineligible or fails to comply with these Official Rules, that individual's claim to a prize is forfeited and an alternate qualifying and eligible Entrant may be contacted, at Sponsor's sole discretion.

All prizes legitimately claimed will be awarded.

#### **NATIONAL GRAND PRIZE WINNER:**

- **One (1) grand prize (the "Grand Prize") winner will receive:**
  - **Roundtrip economy class airfare for the Prizewinner and nine (9) guests from the nearest Frontier Airlines gate near winner's hometown, to the greater Los Angeles area (in the event winner is two hundred (200) miles or less from the greater Los Angeles area, Sponsor reserves the right, in its sole discretion, to provide ground transportation in lieu of air travel and/or provide a One Thousand (\$1,000.00) Gift Card to the Prizewinner only and the difference in value will not be awarded). Terms and conditions of the Gift Card will apply.**
  - **Standard hotel accommodations in the greater Los Angeles area for two (2) nights for the Prizewinner and nine (9) guests (five (5) standard rooms based on double occupancy)**
  - **Ten (10) tickets to attend a VIP Warner Bros. Studio Tour**

- **Two (2) Dickey’s “XL Family Packs” with items to be determined by Sponsor in Sponsor’s sole discretion**
- **Ground transportation for Prizewinner and nine (9) guests to and from the airport in the greater Los Angeles area upon arrival/departure (subject to Prizewinner being more than two hundred (200) miles from the greater Los Angeles area).**
- **“The Middle”/Dickey’s Barbecue Swag Bag with items to be determined by Sponsor in Sponsor’s sole discretion**
- **One (1) \$500 Gift Card. Terms and conditions of the Gift Card will apply.**

**Approximate Retail Value (“ARV”) of the Grand Prize: Twelve Thousand Three Hundred and Nineteen Dollars (\$12, 319.00)**

**DAILY RUNNER-UP PRIZE WINNERS:**

- **Ten (10) prizewinners per day for Fifteen (15) days of the Sweepstakes Period (each, a “Daily Runner-Up Prize Winner”) will receive:**
  - **One (1) Dickey’s Barbecue Pit “Family Pack” with items to be determined by Sponsor in Sponsor’s sole discretion**

**ARV of Daily Runner-Up Prize: Forty-Four Dollars and ninety- five cents (\$44.95) each. ARV of all One-Hundred and fifty (150) Daily Runner-Up Prizes: Six Thousand Seven Hundred and Forty Two Dollars and fifty cents (\$6,742.50).**

**APPROXIMATE RETAIL VALUE (“ARV”) OF ALL PRIZES: \$19,061.50**

All Prizewinners will be required to review and execute further contracts and releases provided by Sponsor in order to receive the applicable prize.

**PRIZEWINNER NOTIFICATION PROCESS:**

The Prizewinner will be notified by Sponsor via phone, text or email. If a Prizewinner does not accept the prize within twenty-four (24) hours following the date and time the Prize is awarded, then that Prizewinner will be disqualified and an alternate winner may be selected.

The Sponsor will require a tentative Prizewinner to execute an Affidavit of Eligibility, Liability Release and Publicity Release (collectively, “Affidavit/Release”). The Sponsor will require a tentative Grand Prizewinner to also execute a Travel Release and Guest Travel Release. The Affidavit/Release must be returned to the Sponsor within twenty-four (24) hours of Prizewinner’s receipt of the Affidavit/Release. A disqualification will result and an alternate entry will be selected if the Affidavit/Release is not returned to the Sponsor within the specified time.

Refusal or return of any prize notification, Affidavit/Release or prize as undeliverable will result in disqualification and an alternate entry will be selected. If any potential Prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Prizewinner cannot attend or participate in any portion of the Prize, or declines a Prize for any reason prior to award, such potential Prizewinner may be disqualified and an alternate potential Prizewinner may be selected. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Prizewinner

A Prizewinner shall not receive any prize unless and until the entry has been verified and all required paperwork has been returned to Sponsor. Until such time a Prizewinner’s entry may still be subject to forfeiture.

**ADDITIONAL PRIZE INFORMATION:**

In the event a prize winner (and/or his or her companion(s) (if applicable)) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious,

inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Prize or other applicable experience early.

Sponsor will not replace any lost or stolen tickets, vouchers, or certificates. In the event of such a loss, Sponsor shall have the right, in Sponsor's sole discretion, to disqualify the Prizewinner or to award to that Prizewinner the remaining elements of the Prize which shall constitute full satisfaction of Sponsor's prize obligation to the Prizewinner and no additional compensation will be awarded.

All expenses not specifically mentioned herein are not included in any Prize and are solely the Prizewinner's responsibility including, without limitation, meals, incidentals, room service and souvenirs.

The Prizewinner will be required to review and execute further contracts and releases provided by Sponsor in order to receive the Prize.

If the Prizewinner elects to partake in any or all portions of the Prize with fewer than the allotted number of guests (or no guests), the Prize will be awarded to the Prizewinner and each participating guest and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. **Any guest under twenty-one (21) years of age must be accompanied by his or her parent or legal guardian.** The Prizewinner and all guests must travel on the same itinerary (including the same departure date, destination, and return date). Failure to do so will result in forfeiture of the Prize. Specific travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. The Grand Prize winner may be required to provide a credit card at the time of hotel check-in. Reservations are subject to availability as well as travel provider's terms and conditions generally applicable thereto. Travel dates are subject to Sponsor approval. ARV of the Prize may vary depending upon the point of departure, travel dates and/or airline fare fluctuations. Any difference between stated ARV and final ARV of the Prize will not be awarded. The Prize consists only of the elements expressly set forth above, and no other elements or expenses (including, without limitation, hotel taxes, insurance, meals, phone calls, room service, bag check fees, parking fees, laundry service, food, beverages (alcoholic and otherwise), gratuities, incidentals, souvenirs, merchandise, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of the Prizewinner. The Prizewinner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Airline tickets are non-refundable / non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in Sponsor's sole and absolute discretion. The round trip air transportation element for the Grand Prize begins and ends at the point of departure. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Sponsor or Sponsor's designee. The Prizewinner and any travel companions may be required to provide appropriate government issued photo identification (such as a valid passport) at time of travel, and are solely responsible for determining and obtaining all necessary travel documents and complying with all other travel requirements. No refund or compensation will be paid in the event of the cancellation or delay of the Prize or any Prize component. Sponsor will not be liable if the Prize, or any Portion of the Prize, is cancelled or delayed. Sponsor may, in Sponsor's sole discretion, attempt to reschedule for a future trip/event. Prize tickets are subject to certain terms and conditions as specified by issuer. The terms and conditions of the tickets may govern if a Prize component is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen tickets, vouchers or certificates. In the event of such loss, Sponsor shall have the right, in Sponsor's sole discretion, to disqualify the Prizewinner or to award the Prizewinner the remaining elements of the Prize which shall constitute full satisfaction of Sponsor's prize obligation to the Prizewinner and no additional compensation will be awarded. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor. Insurance is the sole responsibility of the Prizewinner and any guest and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Prize-related services or accommodations. Sponsor is not liable for any missed Prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion.

There is no substitution for any Prize or any portion thereof and no refunds will be given for any unused portion of the Prize. The Prize is not transferable, assignable or redeemable for cash. All Prize details are at Sponsor's sole discretion.

**Prizewinner is solely responsible for the reporting and payment of any and all federal, state and local taxes as well as any other costs and expenses associated with acceptance and use of a Prize not specified herein as being awarded. Prizewinner may be issued an IRS form 1099 based on the actual value of the Prize awarded.**

**PRIVACY STATEMENT:**

Entrants' personal information will be utilized by the Sponsor for fulfillment of Sweepstakes prize and to comply with legal requirements. To review Sponsor's privacy policy, go to <http://www.warnerbros.com/privacy-center-wb-privacy-policy>. To review Sponsor's terms of use, go to <http://www.warnerbros.com/term-use>. By entering this Sweepstakes, Entrants accept and agree to abide by these privacy policies and terms of use.

**OWNERSHIP AND LICENSE:**

All Sweepstakes related materials, including submission entries ("Submission") becomes the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the Entrant, but entry into this Sweepstakes constitutes Entrant's irrevocable and perpetual permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereafter invented, throughout the universe, for the duration of the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

Any use of any of the Sweepstakes Entities trademarks or copyright interest is strictly prohibited and may subject Entrant to civil and/or criminal liability.

**PUBLICITY GRANT:**

Except where prohibited by law or Sponsor's Privacy Policy the Prizewinner shall be required to grant Sponsor and the Sweepstakes Entities and those authorized by Sponsor and the Sweepstakes Entities the perpetual and irrevocable right and license to use his/her name, photograph, visual and audio likeness, statements, biographical information, address (including city and state of residence) and any other information contained in his/her entry for advertising, promotional and/or publicity purposes, or for any other reason, on a worldwide basis, and in all forms of media now known or hereafter invented or discovered (including, without limitation, on the Sponsors' web sites), in perpetuity, without further compensation, notice, review or approval except of the awarding of the Prize to the Prizewinner.

**NO WARRANTIES:**

ALL PRIZES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." SWEEPSTAKES ENTITIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF ANY PRIZE, OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES FOR A PRIZE OR ANY PORTION THEREOF, ARE CONTAINED IN THE MANUFACTURERS' OR SERVICE PROVIDERS' WARRANTIES, AS RELEVANT.

All trademarks are the property of their respective owners. The use of certain companies' products and services as prizes does not imply participation in, approval of, or endorsement of this Sweepstakes by such companies.

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION:**

**BY ENTERING, ALL PARTICIPANTS IN THE SWEEPSTAKES, PARTICIPANT'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL SUCCESSORS AND/OR ASSIGNS RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ALL SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES AND CAUSES OF ACTION FOR ANY**

**DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES), LIABILITY, LOSS, COST, FEES (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON (INCLUDING DEATH) OR PERSONAL OR REAL PROPERTY, DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, REDEMPTION, MISDIRECTION, USE OR MISUSE OF ANY PRIZE OR ANY PORTION OF ANY PRIZE (INCLUDING ANY ACTIVITY OR TRAVEL RELATED THERETO) OR PARTICIPATION IN THE SWEEPSTAKES AND THE ACTIVITIES OR FOR ANY AND ALL CLAIMS BASED ON RIGHTS OF PUBLICITY AND RIGHTS OF PRIVACY WHETHER ANY OF THESE THINGS ARE CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF THE SPONSOR AND/OR THE SWEEPSTAKES ENTITIES.**

**DISCLAIMERS / LIMITATIONS ON LIABILITY:**

**BY ENTERING, ALL PARTICIPANTS IN THE SWEEPSTAKES AGREE THAT THE SWEEPSTAKES ENTITIES ASSUME NO LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION OR AWARDED OF ANY PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY DUE TO AN INTENTIONAL ACT, AN ACT OF NEGLIGENCE OR DEFAULT AND/OR ANY ACT OF GOD.**

The Sweepstakes Entities are not responsible for human errors or for any damaged, tampered with, delayed, illegible, incomplete, inaccurate, garbled, late, lost, forged, misaddressed, misdirected, mutilated, mass machine-generated, unintelligible, incomprehensible, or stolen entries or entries otherwise not in compliance with these Official Rules. In addition, Sweepstakes Entities are not responsible for any typographical errors in these Official Rules, Sweepstakes content or any advertising materials for the Sweepstakes, or for any kind of computer, electronic, hardware, software, Internet, network, technical or telephone failures and/or problems caused by the Sponsor and/or the Sweepstakes Entities or the user, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, typographical, electronic, network or other error that may occur in receiving and/or processing of the entries in the Sweepstakes, or by infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failure.

If the Sweepstakes becomes compromised, hampered, interrupted, not capable of running as planned, rendered impossible of performance in any way or prevented, including, without limitation, because of any kind of computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone failures, tampering, unauthorized intervention, fraud, an event of *force majeure* or any other cause created by Sponsor and/or the Sweepstakes Entities, the user or by any of the equipment or programming associated with or utilized in the Sweepstakes, Sponsor reserves the right, at its sole discretion, to change the Official Rules, to cancel, modify, suspend or withdraw the Sweepstakes or any Sweepstakes offer and/or cancel, modify, suspend or withdraw any method of entry, without notice, and select prizewinners from all entries received for the Sweepstakes prior to or after the cancellation, modification, suspension or withdrawal. As used herein, an event of *force majeure* shall be deemed to include, without limitation, an act of God; an act of terrorism, war, riot or civil commotion, fire, casualties, equipment failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union), labor or material shortage, transportation interruption of any kind, an act, regulation, order or request of or by any federal, state or local authority or quasi-governmental entity (whether or not the act, regulation, order or request proves to be invalid); or any other similar or dissimilar act beyond the Sponsor's control.

**GENERAL CONDITIONS OF ENTRY:**

All Entrants, as a condition of entry, agree that they have not purchased any kind of Internet service whatsoever in order to participate in and/or enter the Sweepstakes. Entrants agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from utilizing the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE OR CELLULAR SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND/OR CIVIL LAWS.

IF SUCH AN ATTEMPT IS MADE, SPONSOR AND/OR ADMINISTERING AGENCY MAY, AT THEIR SOLE AND REASONABLE DISCRETION, DISQUALIFY ANY AND ALL SWEEPSTAKES PARTICIPANTS MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

**GOVERNING LAW:**

The parties agree that the Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of California.

**DISPUTE RESOLUTION:**

The parties each agree to finally settle all disputes only through arbitration; provided, however, Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**LIMITATION OF LIABILITY:**

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules or the Affidavit/Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit/Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website and/or the terms and conditions of the Official Rules, the

Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**WINNERS' LIST:**

To receive the names of the winners, send a stamped self-addressed envelope to: "Sweepstakes Winners List", Warner Bros. Worldwide Television Marketing, 4000 Warner Blvd., Building 140, Burbank, CA 91522 (Attn: Public Relations) within sixty (60) days of expiration of the Sweepstakes Period. Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request.

**OFFICIAL RULES:**

For a copy of the Official Rules, go to <http://www.TheMiddleWeekdays.com>

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