

# “The #LeahOnTheExes Signed Script Sweepstakes”

## OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

- 1. HOW TO ENTER:** “The #LeahOnTheExes Signed Script Sweepstakes” (“**Sweepstakes**”) begins at 9:00 p.m. (Eastern Time [“**ET**”]) on December 29, 2013 and ends at 6:00 a.m. (ET) on December 30, 2013 (“**Sweepstakes Period**”). To enter, first follow @The\_Exes on Twitter by going to [www.twitter.com/The\\_Exes](http://www.twitter.com/The_Exes), then send a tweet using the hashtag #LeahOnTheExes during the Sweepstakes Period. Make sure to include the hashtag #LeahOnTheExes in your entry or else your entry may not be visible to or received by Sponsor. All entries must be received no later than 6:00 a.m. (ET) on December 30, 2013. TV Land, a programming service of Viacom Media Networks (“**Sponsor**”) will not acknowledge or verify receipt of entries. Use of a profane username or the submission of false or misleading personal information by an entrant will be grounds for disqualification. Sponsor retains sole discretion over whether entry information is profane, false, or misleading. All entries submitted will become the sole property of Sponsor and will not be acknowledged or returned. Note: You will need to create a Twitter account if you do not already have one in order to enter this Sweepstakes. Membership on Twitter is free. Registration for Twitter can be obtained by logging onto <https://twitter.com/> and following the onscreen instructions to open an account. Important note: If your Twitter account is set to “protected mode”, your updates/responses may not be visible in Sponsor’s inbox and may not be received by Sponsor unless you previously consented to permit Sponsor to see your Twitter updates. Tweets must be 140 characters or less in length and must be in compliance with Twitter’s Terms of Service found at <https://twitter.com/tos>. If you opt to enter the Sweepstakes via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile device means that you understand that you may receive additional messages by mobile device relating to this Sweepstakes, which may be subject to charges pursuant to your carrier’s rate plan. Mobile device service may not be available in all areas. Check your phones capabilities for specific instructions. You are encouraged to follow Sponsor’s TV Land Twitter account so you can see updates and announcements relating to the Sweepstakes. Submission of an entry using the hashtag #LeahOnTheExes constitutes entrant’s acceptance of these Official Rules. PLEASE NOTE THAT ANY AND ALL ENTRIES AND METADATA SUBMITTED FOR THIS SWEEPSTAKES MAY BE PUBLICLY VIEWABLE. IN ADDITION, ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE RETWEETED OR REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSORS SHALL NOT BE LIABLE.
- 2. ELIGIBILITY:** To enter the Sweepstakes, you must be a legal resident of the 50 United States or the District of Columbia and be at least 18 years of age or older and be physically located in the U.S. at the time of entry. The Sweepstakes shall be void where restricted or prohibited by law. Any web site pages, advertisements and promotional spots relating to the Sweepstakes are intended for viewing only within the United States. Employees, officers and directors of Sponsor, Twitter, Inc., and their promotional partners, and their respective parent, affiliated and subsidiary companies, cable affiliates, licensees and advertising and promotion agencies (collectively, the “**Sweepstakes Entities**”), and their immediate families (parents, children, siblings and spouses, regardless of where they live), and members of their households (whether related or not), and those winners who have won a grand prize in any TV Land sweepstakes/promotion in the twelve (12) months prior to the start of the Sweepstakes Period, are ineligible to participate in the Sweepstakes. Eligibility will be determined by Sponsor in its sole discretion.
- 3. DRAWING AND NOTIFICATION:** Sponsor will conduct a random drawing on or about January 1, 2014 (the “**Drawing Date**”) to select the potential Winners (as defined below) of the Sweepstakes. Odds of winning a Prize (as defined below) will depend on the total number of eligible entries during the Sweepstakes Period. Each potential Winner (as defined below) will be notified by Twitter Direct Message within twenty-four (24) hours after the Drawing Date. If any potential

Winner or verified Winner, as applicable: (a) is unreachable or fails to respond to the Prize notification within twenty-four (24) hour after receipt the Prize notification or the Prize notification is undeliverable, (b) rejects or forfeits a Prize, (c) is found to be ineligible, or (d) does not fully comply with these Official Rules, then such potential Winner or verified Winner, as applicable, will be disqualified. Each potential Winner may be required to sign additional documents (including, without limitation, an affidavit of eligibility and publicity/liability release and waiver agreement) before being declared a Winner. If Sponsor does not receive copies of such documents signed by a Winner twenty-four (24) hours after such Winner's receipt of such documents, then such failure to return the additional documents may result in disqualification in Sponsor's discretion. Each Winner will be deemed to have received the additional documents on the next business day if sent by overnight mail or facsimile. In the event any potential Winner or verified Winner is disqualified for any reason under the provisions of these Official Rules, then a random drawing will be conducted in order to select an alternate potential Winner from among all remaining eligible entries.

4. **PRIZES:** Five (5) winners (each a "**Winner**" and collectively, the "**Winners**") will each receive a signed episodic script from "The Exes" (each a "**Prize**" and collectively, the "**Prizes**"). The approximate retail value ("ARV") of each Prize is \$50. The total ARV of all Prizes is \$250.
5. **GENERAL PRIZE CONDITIONS/RESTRICTIONS:** The Prizes are provided "as is" with no warranties or guarantees by Sponsor, either express or implied. No transfer or substitution for any prize is allowed except at Sponsor's sole discretion. No cash prizes will be awarded. Sponsor reserves the right, in Sponsor's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if any Prize cannot be awarded as described for any reason. All federal, state and other tax liabilities (including, without limitation, income taxes) arising from the Prizes awarded in this Contest, if any, will be the sole responsibility of the Winners. The Prizes will only be awarded to the verified Winners. Allow 4 - 6 weeks for delivery of the Prizes.
6. **SWEEPSTAKES CONDITIONS:** Except where prohibited by law, each Winner's entry and acceptance of a Prize constitutes such Winner's permission for the Sponsor, the Sweepstakes Entities and those acting under their authority to use such Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state only) on a worldwide basis, in all forms of media, in perpetuity, in connection with the administration of the Sweepstakes and for advertising and promotional purposes, without review or further compensation. The Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, each entrant agrees: (i) to comply with and be bound by these Official Rules, any other documents required by Sponsor and the decisions of Sponsor on all matters relating to the Sweepstakes; (ii) to waive any right to claim any ambiguity pertaining to the Sweepstakes, these Official Rules and/or any other documents required by Sponsor; (iii) to indemnify, defend and hold harmless Sponsor, Viacom Media Networks, Viacom International Inc., and the Sweepstakes Entities and their respective parents, affiliates, subsidiaries, assignees, licensees and advertising and promotion agencies, and the respective officers, directors, agents, employees and representatives of the aforementioned entities (the "**Released Parties**") from any and all liabilities, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to: (a) any statement, action or failure to act by such entrant during or in connection with such entrant's participation in the Sweepstakes, and/or (b) any breach or alleged breach by such entrant of these Official Rules or of any other documents required by Sponsor, and (iv) not to sue and irrevocably and unconditionally releases, waives and forever discharges the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which such entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to, claims arising out of or related to any injuries, theft, damages or losses to any person (including death) or property of any kind, or any other harm suffered in connection with or relating to such entrant's participation in the Sweepstakes, resulting in whole or in part, directly or indirectly, from: (a) acceptance, receipt, possession, misuse or use of the Prizes, (b) participation in the Sweepstakes or any Sweepstakes-related activity, (c) any malfunction of the TV Land website or TV Land Twitter account, (d) any error in the collection or retention of entry information, and/or (e) any typographical or other error in the printing, offering or announcement of the Prizes. Each entrant agrees to assume all liability for any injuries and damages caused by, or claimed to be caused by, such entrant's participation in the Sweepstakes (including, without limitation, entrant's acceptance, receipt, possession, misuse or use of the Prizes). If applicable, each Winner also agrees to waive any and all rights that such Winner or any party claiming by, through or for Winner now has, has had or hereafter will have under the provisions of Section 1542 of the civil code of the State of California and any similar provision in any other jurisdiction. Section 1542 provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor.”

- 7. LIMITATIONS ON LIABILITY:** Sponsor and the Sweepstakes Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prizes. Sponsor and the Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable, incomplete or illegible entries due to system errors, human errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, faulty, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone networks or lines, computer online systems, servers or providers, computer equipment, or entries not received on account of technical problems, including, but not limited to, any injury or damage to any entrant's or any other person's wireless phone/handset related to or resulting from participation in the Sweepstakes, or any combination thereof, including other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor and the Sweepstakes Entities are also not responsible for any malfunction of the TV Land website or TV Land Twitter account or any errors in the collection and/or retention of entry information. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in Sponsor's sole discretion, Sponsor determines that such entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices (including, but not limited to, the use of automated quick entry programs, systems or agents) or by acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Sponsor and the Sweepstakes Entities assume no responsibility for computer system, phone line, hardware, software or program malfunctions or other errors, failures or delayed computer transmissions or network connections that are human or technical in nature. Sponsor and the Sweepstakes Entities are not responsible for incorrect or inaccurate entry of information caused by any of the equipment or programming utilized in connection with the Sweepstakes or by any technical or human error which may occur in the processing of the entries for the Sweepstakes. Sponsor and the Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of, entries and are not responsible for errors in printing or presentation of the Sweepstakes. Entries received from persons residing in geographic areas in which entry is not permissible will be disqualified. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the "authorized account holder" associated with any given Twitter account, as applicable, at the time of entry, who must comply with these Official Rules. Each potential winner may be required to provide evidence (to the Sponsor's satisfaction) that he/she is the authorized holder of the Twitter account, as applicable, associated with a winning entry. The authorized account holder is defined as the natural person who is assigned the Twitter account, as applicable, by Twitter. Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes prior to its stated expiration date for any reason (including, without limitation, if the Sweepstakes is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Sweepstakes). If such action occurs, notice will be posted on [www.tvland.com](http://www.tvland.com), and any eligible entries received prior to the termination or cancellation will be included in a random drawing to select the Winners. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in Sponsor's sole discretion, has threatened the operation of the Sweepstakes and/or violated these Official Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE TVLAND WEBSITE OR TV LAND TWITTER ACCOUNT OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- 8. MISCELLANEOUS:** THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF SUCH COURTS. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, ADD TO, DELETE FROM, MODIFY OR AMEND THESE OFFICIAL RULES AT ANY TIME. TO VIEW THE MOST UP-TO-DATE VERSION OF THE OFFICIAL RULES, PLEASE VISIT [WWW.TVLAND.COM](http://WWW.TVLAND.COM).**

- 9. USE OF PERSONAL INFORMATION / PRIVACY POLICY:** By entering the Sweepstakes, each entrant agrees that all entry and other personally identifiable information collected in connection with the Sweepstakes may be used by Sponsor for the purpose of conducting the Sweepstakes. In addition, all entry and other personally identifiable information collected in connection with the Sweepstakes may be used in accordance with any “opt-in” or “opt-out” language contained on [www.tvland.com](http://www.tvland.com). All other terms set forth in the “Terms” and “Privacy Policy” found on [www.twitter.com](http://www.twitter.com) (“**Twitter Terms**”) and in the “Terms of Use Agreement” and the “Privacy Policy” found on [www.tvland.com](http://www.tvland.com) (“**TV Land Terms**”) shall apply to the Sweepstakes and to the submission of all entries, including all personal information which may be submitted. In the event of any inconsistency between the terms of this Paragraph 9, on the one hand, and the Twitter Terms and TV Land Terms, on the other hand, the terms of this Paragraph 9 shall govern.
- 10. RULES/WINNERS LIST:** To receive the names of the Winners or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: “The #LeahOnTheExes Signed Script Sweepstakes”, c/o TV Land, 345 Hudson Street, 8<sup>th</sup> Floor, New York, NY 10014, Attn: Mark Macaluso. Please specify “Rules” or “Winners List”. Residents of VT may omit return postage. All requests must be received by January 31, 2014. The Official Rules may also be viewed by visiting [www.tvland.com](http://www.tvland.com) during the Sweepstakes Period.
- 11. SPONSOR:** TV Land, a programming service of Viacom Media Networks, 345 Hudson Street, 8<sup>th</sup> Floor, New York, NY 10014.

**Twitter is not a participant or sponsor of this Sweepstakes.**