



**AUTOGRAPHED BASKETBALL JERSEY
SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**INTERNET ACCESS AND A VALID FACEBOOK ACCOUNT
ARE REQUIRED TO ENTER.**

****WINNER IS RESPONSIBLE FOR ANY TAXES****

Participation in the Autographed Basketball Jersey Sweepstakes (“**Sweepstakes**”) constitutes your agreement to be bound by these Autographed Basketball Jersey Sweepstakes Official Rules (“**Official Rules**”).

- 1. Sweepstakes Period.** The Sweepstakes commences at 12:01 AM Pacific Time (“**PT**”) on April 23, 2018 and ends at 11:59 PM PT on April 30, 2018 (“**Sweepstakes Period**”). All Sweepstakes entries must be received by 11:59 PM PT on April 30, 2018. Entries submitted past the expiration of the Sweepstakes Period will not be accepted and will be destroyed.
- 2. Sponsor.** VIZIO, Inc. (“**VIZIO**”), 39 Tesla, Irvine, CA 92618. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any other person or entity, including Facebook, Kyle Kuzma, the National Basketball Association, the National Basketball Players Association or any other person or entity to which the Sweepstakes or its Prize is related.
- 3. Eligibility.** Open only to living individual legal residents of the fifty (50) States of the United States and the District of Columbia and who are at least 18 years of age or older (or the age of majority in their state of legal residence, whichever is older) and have an active, valid Facebook account as of the commencement of the Sweepstakes Period. VOID IN PUERTO RICO, AND OUTSIDE THE U.S., AND WHERE PROHIBITED AND RESTRICTED BY LAW.

Eligibility does *not* include: Employees, officers and directors of Sponsor and its subsidiaries, members, affiliates, advertising, promotion and web design agencies, and their respective affiliates, assigns or representatives; and any other individuals or entities associated with the development, administration, promotion, advertising, execution of, or supply to this Sweepstakes (collectively, “**Sweepstakes Entities**”); and family members or persons living in the same household as such individuals, whether related or not, are *not* eligible to participate or win. Participation in this Sweepstakes constitutes your agreement to be bound by these Official Rules.

Comments must be posted to VIZIO’s designated Facebook page only, and each post will be considered eligible by Sponsor if it meets the requirements of the Submission Guidelines set forth in Section 5(a) below. POSTS TO A FACEBOOK PERSONAL TIMELINE OR THOSE THAT TAG ONE OR MORE FRIENDS ARE NOT PERMITTED AND WILL BE DEEMED INELIGIBLE.

- 4. How to Enter.** To enter into the Sweepstakes, each participant must post a comment with the hashtag “#VIZIOSweepstakes” to the comments section of the original Facebook post on VIZIO’s Facebook page that invites users to participate during the Sweepstakes Period (“**Entry**”). For any Entry that does not meet the above specifications or does not comply with these Official Rules, including the Submission Guidelines in Section 5 below, such Entry may be disqualified in Sponsor’s sole discretion.

There is a limit of a total of one (1) Entry per participant for the duration of the Sweepstakes Period. Multiple Entries from one person are not permitted. Any participant who attempts to participate under multiple identities or uses any device or artifice to enter multiple times in violation of applicable Entry



limitations may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents will void any and all Entries made by, or associated with, the applicable participant. In the event of a dispute over who submitted an Entry, the authorized account holder of the e-mail account provided in connection with the Entry, as of the actual time of Entry, will be deemed to be the participant. The “**authorized account holder**” is defined as the natural person who is assigned to the corresponding Facebook account by Facebook or other organization (e.g. business, education, institution, etc.) that is responsible for assigning the account. In the event of a dispute about the identity of a participant, Sponsor may require that the potential winner provide proof that he/she is the authorized account holder associated with the Entry.

Proof of submission of an Entry shall not be deemed proof of receipt by Sponsor. VIZIO, Inc.’s computer is the official time keeping device for the Sweepstakes. Once submitted, Entries will *not* be acknowledged or returned. With submission of an Entry, the participant may receive promotional or marketing-related emails from Sponsor. The participant may opt out of receiving marketing communications from Sponsor by unsubscribing using the link on any email received from Sponsor. Sponsor’s decisions are final and binding on all matters relating to the Sweepstakes. Winning a prize is contingent upon fulfilling all of the requirements in these Official Rules.

5. Submission Guidelines. Each participant retains all rights, title/ownership and interest in their Entry. All participants acknowledge and agree that submission of the Entry will comply with the Submission Guidelines of these Official Rules as set forth below.

(a) Submission Guidelines. In order for the Entry to be eligible, the Entry:

- cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- cannot be obscene or offensive, endorse any form of hate or hate group;
- cannot defame other people, products or companies;
- cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind including, but not limited to clothing or food/drinks with visible brand names or logos without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies, music, or other media) without permission;
- cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission (if a minor is featured in the film clip, permission must be obtained from the person's parent/legal guardian);
- cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- cannot depict, and cannot itself, be in violation of any law; and any other content that is or could be considered inappropriate, unsuitable, or offensive, as determined by Sponsor in its sole discretion.

(b) ENTRIES POSTED TO FACEBOOK ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF FACEBOOK OR SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the Sweepstakes Entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its



reasonable discretion, during or upon completion of the Sweepstakes Period, to request that any participant resubmit his or her Entry, which fails to comply with the Sweepstakes requirements.

(c) By submitting an Entry, you agree that your submission, and any posts on Facebook are subject to the Facebook Terms of Service, which may be found at <https://www.facebook.com/legal/terms/update> (or subsequent URL/ link) and the Facebook Data Policy at <https://www.facebook.com/about/privacy/update> (or subsequent URL/ link).

(d) POSTS TO A FACEBOOK PERSONAL TIMELINE OR THOSE THAT TAG ONE OR MORE FRIENDS ARE NOT PERMITTED AND WILL BE DEEMED INELIGIBLE.

6. **Random Drawing/Odds of Winning:** A random drawing of all eligible Entries will be conducted on or about May 1, 2018 by Sponsor to select the “**Prize Winner**.” The odds of winning the prize depend on the total number of eligible Entries received during the Sweepstakes Period.

7. **Prize.** One Prize Winner will receive one (1) basketball jersey autographed by Kyle Kuzma with an Approximate Retail Value (“**ARV**”) of \$110.00 (the “**Prize**”).

The ARV of the Prize may fluctuate, especially for sports collectibles, and the ARV may change between the date of commencement of the Sweepstakes and the date that the Prize is awarded or redeemed. A Sponsor representative will arrange to ship the prize to the Prize Winner after the Prize Winner has been announced, and the Prize Winner shall ensure that his/her residence is accessible for the delivery of the Prize to a physical address (*PO Boxes not acceptable, signature required*) based on a confirmed date between a Sponsor and the Prize Winner. Prizes may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated Prize should become unavailable for any reason.

8. **Taxes. The Prize Winner shall be solely responsible for all (a) federal, state, provincial and/or local taxes, and (b) other fees and expenses not specified herein associated with the receipt and use of the Prize.** The Prize Winner will be required to complete and submit an IRS Form W-9 with his/her social security number or the equivalent for receipt of the Prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the Prize. The Prize value will be reported to the IRS and the California Franchise Tax Board by a Sponsor. The Prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. **Winner Notification.** The Prize Winner will be notified via Facebook Messenger (Facebook’s direct message service) on or around May 1, 2018, after completion of the random drawing. If a Prize Winner notification is returned as undeliverable or a Prize Winner cannot be reached, a potential Prize Winner is ineligible, or a Prize Winner declines the Prize, the Prize will be awarded to another randomly drawn Entry. The Prize Winner is subject to verification, including verification of age. Sponsor is not responsible for any change of Facebook account, email address, mailing address and/or telephone number of participants. *P.O. Boxes are not acceptable as mailing addresses.* Awarding of Prize is subject to verification of the Prize Winner’s eligibility and full compliance with these Official Rules.

As a condition of accepting the Prize, the Prize Winner must respond to the Sponsor’s notification of winning **within 72 hours** from the time of notification, and must: (a) execute and return an *Affidavit of Eligibility, Release of Liability and Publicity Release* document within **three (3) business day(s)** from a Prize Winner’s written confirmation of winning; and (b) provide Sponsor with his/her social security number and a copy of a valid government issued photo identification, if requested, along with the above *Affidavit* document. Failure to sign and return the *Affidavit* will result in forfeiture of the Prize. Failure



to return all required documents in this time period may result in the potential winner being disqualified and an alternate winner being selected. Any unclaimed and/unused portion of a Prize or prize package will be forfeited and will not be substituted, nor will there be any refund for any unclaimed and/or unused portion of a Prize.

10. General: NO PURCHASE NECESSARY.

A. Sweepstakes Cancellation: Sponsor reserves the right, in its sole discretion to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention, or other causes beyond the control of Sponsor, corrupt or impair the administration, integrity or security of the Sweepstakes (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming). The Sweepstakes Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet, lost network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error that may occur and/or that may damage a user's system or limit a participant's ability to participate and/or redeem a Prize in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Sweepstakes violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANTS TO THE FULLEST EXTENT OF THE LAW.

B. Waiver: Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that this Sweepstakes is challenged by any legal or regulatory authority (including but not limited to any federal or provincial or state governmental authority), Sponsor reserves the right to discontinue or modify the Sweepstakes, as applicable, or to disqualify any participants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.

C. Privacy Policy: Any personal information collected will be subject to Sponsor's privacy policy. By entering this Sweepstakes, each participant agrees that Sponsor has the right to contact participant by telephone, email or regular mail as set forth by these Official Rules. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For VIZIO, Inc.'s on-line privacy policy, please visit <http://www.vizio.com/privacy>.

D. Publicity: Unless prohibited by law, acceptance of a prize constitutes permission, for Sponsor and its designees to use a Prize Winner's name, voice, image, likeness, photographs, statements, biographical information and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation marketing, promotional and/or publicity purposes, without additional compensation to the Prize Winner.

Except where prohibited, the Prize Winner must be available for interviews and photos, on dates and times to be decided by Sponsor, for release in national and regional television,



newspapers, magazines, and Sponsor's marketing and promotional materials in all mediums including but not limited to www.vizio.com.

- E. Release of Liability:** Unless prohibited by law, by participating all participants agree to release, indemnify and hold harmless Sponsor, Facebook, Kyle Kuzma, the National Basketball Association, the National Basketball Players Association and each of its respective officers, directors, employees, representatives and agents from and against any and all liabilities, claims, judgments, injuries, damages, expenses, or losses whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy. Some jurisdictions do not allow such releases or indemnity, so the above may not apply to you.
- F. Third Party Terms and Conditions:** The Prize may be subject to additional terms, conditions and restrictions of third party providers, including but not limited to access to the Internet. You acknowledge and agree that Sponsor will not be responsible for any agreement between you and such third party providers or any content, applications or software provided by such third parties.
- G. California Law:** Except where prohibited, by participating each participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of California without giving effect to any principles of conflicts of law of any jurisdiction. Except where prohibited, by participating in this Sweepstakes, each participant agrees that: **(i)** any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and **(ii)** any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and **(iii)** under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

11. Request for Winner List and Official Rules: For Official Rules and/or the Winner List, send a self-addressed stamped envelope by April 30, 2018 to: VIZIO, Inc., Attn: Autographed Basketball Jersey Sweepstakes, 39 Tesla, Irvine, CA 92618, USA. Residents of Vermont may omit return postage on rules requests. Winner List will be available after May 1, 2018.

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