## "American Canvas" Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. VOID WHERE PROHIBITED.

**I. SWEEPSTAKES PERIOD:** The "American Canvas" Sweepstakes (the "Sweepstakes") begins at 11:59:59 PM Eastern Time ("ET") on March 3, 2015 ("Start Date") and ends at 11:59:59 PM ET on March 26, 2015 (the "Entry Period"). The Sweepstakes is sponsored by Ovation LLC, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405 (the "Sponsor" and "Prize Supplier"). The official clock for purposes of the Sweepstakes is the computer of the Sponsor.

II. ELIGIBILITY: The Promotion is open to all legal United States residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old (exceptions-must be 19 years of age or older for those that reside in the states of Alabama and Nebraska, and 21 years of age or older in state of Mississippi) as of the Start Date. To participate in the Sweepstakes, the entrant must have Internet access and a Facebook account. Becoming a Facebook member is free. If you are not a Facebook member, and you can become one, by visiting www.facebook.com. Free Internet access is available at your nearest public library. Officers, directors, representatives and employees of the Sponsor, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies, and persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Released Parties") and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void in Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.

III. HOW TO ENTER THE SWEEPSTAKES: To enter the Sweepstakes, an individual will be deemed a participant ("Participant") in the Sweepstakes if he or she is eligible and enters the Sweepstakes via Facebook entry. Participants can enter by visiting the Facebook address <a href="www.facebook.com/OvationTV">www.facebook.com/OvationTV</a> ("Website"), and following the prompts to access the registration process. Participants must complete the registration form on the Facebook application page. Participants will need to provide first and last name, date of birth, zip code, email address, phone number and cable provider (if not a cable user, enter 'none'). Each Participant will need to confirm that they have read and agree with these Official Rules by clicking a check box. Each Participant that fully complete the registration process will receive one (1) entry into the Sweepstakes. All entries must be received by 11:59:59 PM ET on March 26, 2015.

Limit one (1) entry per person during the Entry Period. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at a Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the stated maximum limit of entries by using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration,

security, fairness, or proper play of this Sweepstakes. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**IV. PERSONAL INFORMATION / OPT-IN**: By entering via the Website, you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes; the information that you provide in connection with the entry process will be used by Sponsor only, and will not be sold or provided to another company. You are authorizing the Sponsor to send you emails to the address entered on entry form, regarding product offerings. You may opt out of receiving future e-mails from Sponsor by clicking on the link contained in any e-mail received. You will remain eligible for this Sweepstakes whether or not you opt out of receiving the e-mails.

V. LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes (or any part thereof), the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes, in whole or in part, at any time, without notice and award the prize(s) using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Released Parties assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO 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. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**VI. PRIZES:** There will be one (1) Grand Prize available to be awarded. The Grand Prize winner will receive a \$2,500 travel voucher and a \$2,500 spending stipend. The Grand Prize winner will be responsible for any and all travel arrangements, and will need to adhere to the terms and conditions for the travel voucher. The Approximate Retail Value ("ARV") of the Grand Prize is \$5,000. The Total Prize pool is valued at \$5,000.

VII. PRIZE WINNER SELECTION: Grand Prize winner will be selected from among all eligible entries received during the Entry Period, in a random drawing, on or about April 2, 2015, by the Sponsor, whose decisions are final and not subject to challenge and/or appeal in all matters relating to this Sweepstakes. Odds of winning a prize will depend on the total number of eligible entries received. The prize winners will be contacted by telephone and/or e-mail. Upon initial notification and verification of the

prize winner, confirmation will be sent to respective prize winner via mail, or other home delivery service of Sponsor's choice.

VIII. PRIZE TERMS AND CONDITIONS: The prize winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. The Grand Prize winner may be required to sign an Affidavit of Eligibility and Liability/Publicity Release and complete a W9 form (collectively, the "Prize Acceptance Release"), and return it within ten (10) calendar days of written notification or the prize may be forfeited and an alternate potential winner selected. If the Grand prize winner is not of the age of majority in his or her state of residence, the parent or legal guardian must sign and return the Prize Acceptance Release and the respective prize will be awarded in the name of his/her parent or legal guardian. If the prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if the potential winner cannot be reached within three (3) calendar days from the first notification attempt, if the potential winner fails to return requisite document within the specified time period, and/or if the potential winner is not in compliance with these Official Rules, then such person may be disqualified and an alternate winner will be selected for the prize at issue, in Sponsor's sole discretion. To claim the prize, the prize winner will be required to provide his or her correct full-name, mailing address, telephone number and/or e-mail address. The prize winner may be required to provide proof of identity before any prize will be awarded.

The Sponsor and Released Parties have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Any prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, either expressed or implied. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value. The prize may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes.

The prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The stated "ARV" of the prize is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of the prize awarded to the winner will be reported for tax purposes as required by law. The prize winner will be required to provide the Sponsor with a valid social security number (since the ARV of the respective prize is equal or greater than \$600) via the W9 form for tax reporting purposes, before the prize will be awarded. An IRS Form 1099 will be issued in the name of the Grand Prize winner for the total ARV of the Grand Prize, as stated above, in the calendar year the prize was won.

The winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

**IX. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Sweepstakes is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to terminate, suspend, postpone, delay or modify the Sweepstakes, in whole or in part, including, but not limited to, any occurrences described in Rule section V above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Sweepstakes. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. For example, the Sponsor may select a

winner in a random drawing from among the eligible entries received up to the time of the impairment or conduct a random drawing among all prize claimants, and neither Sponsor nor any of the Released Parties shall have any further liability to any entrant in connection with the Sweepstakes.

X. RELEASES: All Participants, as a condition of participation in this Sweepstakes, agree to indemnify, release and hold harmless the Sponsor, Facebook, Inc. and Released Parties, and their designees and assigns and all of their respective officers, directors, employees, representatives and agents, from and against any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) submitting their entry to the Sponsor server(s); (b) participating in any aspect of the Sweepstakes, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Sweepstakes-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses, Trojan horses, mal-ware or any downloading or other problems with the Sweepstakes application, or; (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. Entrants further acknowledge that the Sponsor and Released Parties makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. The prize winner bears all risk of loss or damage to his/her respective prize immediately upon receipt.

XI. GOVERNING LAW/DISPUTES: By participating, Participants agree to be bound by the Official Rules, Website Terms of Use (if any and if applicable to Participant's method of participating), and the decisions of the Sponsor, which are final and binding in all respects. Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action. and any judicial proceeding shall take place in a federal or state court located in Los Angeles County. California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs paid, including costs associated with entering this Promotion, but in no event legal fees; and (3) under no circumstances may entrant 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. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants, Sponsor, or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, 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.

XII. OFFICIAL SWEEPSTAKES RULES REQUEST: For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by March 26, 2015 and received by April 2, 2015, and mail to: Ovation /"American Canvas" Sweepstakes Official Rules, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405.

XIII. WINNERS LIST REQUEST: To request confirmation of the name and city/state of residence for the winners, please send a self-addressed, stamped business size envelope, by May 30, 2015, to: Ovation / "American Canvas" Sweepstakes Winners List, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405.

XIV. SPONSOR: Ovation LLC, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405.

**XV. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or

company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, it shall be amended to conform to such law, and all 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. For Participant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on a Website, these are the Official Rules to be abided by.

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