# Say What Now, Madea? Holiday Meme Generator Sweepstakes OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRANTS RECEIVED. INTERNET CONNECTION REQUIRED.

**SPONSORED BY**: Interactive One, LLC ("IONE") located at 850 Third Avenue, 3rd Floor New York, NY 10022 ("Sponsor").

#### SWEEPSTAKES DESCRIPTION:

The Say What Now, Madea? Holiday Meme Generator Sweepstakes ("Sweepstakes") will begin on or about Monday, December 2, 2013 at 10:00 a.m. Eastern Standard Time ("EST") and ends on Sunday, December 15, 2014 at 9:00 a.m. EST ("Sweepstakes Period"). This Sweepstakes will be conducted exclusively online. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

#### **ELIGIBILITY RESTRICTIONS:**

- 1. The Sweepstakes is open to visitors of <a href="www.HelloBeautiful.com">www.HelloBeautiful.com</a> who are eighteen (18) years of age or older at the time of entry and legal U.S. residents of the fifty (50) United States and the District of Columbia
- 2. Officers, directors and employees of Sponsor, Lions Gate Films Inc. ("Lions Gate"), and their respective parent, subsidiary and affiliate companies, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the "Promotion Entities"), and each of their immediate family members and/or people living in the same household (whether related or not) of any of the above are NOT eligible to participate in or win a prize in this Sweepstakes. For purposes of this Sweepstakes, "immediate family members" mean spouses, parents, grandparents, children, and siblings and their respective spouses. Lions Gate is not responsible for the collection, submission or processing of entries, the administration of the Sweepstakes, or the selection of the winners.
- 3. Participants may win once (1) during this Sweepstakes.

#### **HOW TO ENTER / EXECUTION:**

To participate in this Sweepstakes, visit the website <a href="www.HelloBeautiful.com">www.HelloBeautiful.com</a> (the "Website") during the Sweepstakes Period to gain access to the entry form. Enter the promotion by completing the following:

1. Complete the submission form found at www.HelloBeautiful.com.

- 2. Once you have completed and submitted the entry form, you will receive one (1) entry into the Sweepstakes. Limit one (1) entry per day per person. All entries must be received by the end of the Sweepstakes Period. By uploading a submission and entering this Sweepstakes, each participant agrees to be bound by these Official Rules, and represents and warrants that they are authorized to and have the rights to submit the content in the entry, and that all of the requirements listed herein have been met. Any communication or information transmitted to Sponsor and/or the Website is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.
- 3. Entries generated by a script, macro, or other automated means will be disqualified. The Sponsor reserves the right to disqualify any unauthorized entries.
- 4. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim a prize.
- 5. Once notified, Winners have five (5) days to claim their prize or such prize will be forfeited.
- 6. Entry 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 website 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. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
- 7. At the end of the Promotion Period, two (2) Grand Prize Winners will be selected in a random drawing conducted on or around on Sunday, December 17, 2013 from among all eligible entries received electronically during the Sweepstakes Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. Potential Grand Prize Winners will be notified by the telephone and/or email using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such

procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

## PRIZES:

- 1. Two (2) winners (the "Grand Prize Winners") will each receive the following:
  - One (1) Five Hundred Dollar (\$500.00) American Express gift card and four (4) general admission movie tickets to see *Tyler Perry's A Madea Christmas* (collectively the "Grand Prize"). The total approximate retail value ("ARV") of each Grand Prize is \$560.00 and the total ARV of all Grand Prizes is \$1.120.00
- 2. The American Express gift card is subject to American Express' terms and conditions. *Tyler Perry's A Madea Christmas* is rated PG-13. Each of the Grand Prize Winner's guests must be age appropriate for the film.
- 3. Actual odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
- 4. All applicable Grand Prize elements will be mailed to Grand Prize Winners at any previously provided mailing address.
- 5. A copy of the winners list can be obtained by sending a self-address stamped envelope to: Interactive One, LLC, 850 Third Avenue, Third Floor, New York, NY 10022 Attn: Say What Now, Madea? Holiday Meme Generator Sweepstakes. All such requests must be received within one (1) month after the end of the Sweepstakes Period. These Official Rules will be posted on the Website during the Sweepstakes Period.
- 6. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each Grand Prize will be awarded only if the potential Grand Prize Winner fully complies with these Official Rules.
- 7. No assignment or transfer of the Grand Prize (or any element thereof) to a third party is permitted. Non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion.
- 8. Grand Prize Winners must sign and date official release and waiver forms (where imposing such condition is legal) as requested (collectively, "Prize Claim Documents"). Failure to do so will result in a potential Grand Prize Winner's forfeiture of the Grand Prize. If a Grand Prize Winner is a minor, at Sponsor's option, the Grand Prize either will be awarded in the name of the parent or legal guardian of such minor Grand Prize Winner, or the parent or legal guardian of such minor Grand Prize Winner will be required to ratify and sign Prize Claim Documents. If any potential Grand Prize Winner (or, in the case of a minor, such minor Grand Prize Winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, or such other time as indicated by Sponsor in its sole discretion, the Grand Prize Winner may be disqualified and an alternate Grand Prize Winner may be selected.

- 9. If for any reason a Grand Prize Winner decides not to accept a Grand Prize awarded, the Grand Prize Winner will be required to sign a release form acknowledging forfeiture of the Grand Prize. It will be at the discretion of Sponsor if another entrant is to be selected as the Grand Prize Winner, and only if time permits.
- 10. In the event any Grand Prize Winner is found to be in violation of these Official Rules or is otherwise determined by Sponsor, in its sole discretion to be ineligible, he/she will be required to forfeit the Grand Prize or to reimburse Sponsor for the stated value of the Grand Prize if such a violation is found after the Grand Prize has been used by winner.

### **GENERAL CONDITIONS:**

- 1. Winners are responsible for all applicable taxes, and the reporting consequences thereof, and for any other fees or costs associated with the receipt of the Grand Prize.
- 2. Any person winning over \$600.00 in prizes or in prize value will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
- 3. By participating in the Sweepstakes, the Grand Prize Winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Sweepstakes, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation.
- 4. Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities (i) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.
- 5. Grand Prize Winners must provide valid identification (i.e. driver's license, passport or other government issued photo I.D.) to claim their Prize. Identification documents must match information previously provided at the time of entry.
- 6. Sponsor has the right to disqualify any entrant if all Official Rules are not followed.
- 7. So long as no participant is materially adversely affected, Sponsor reserves the right to make changes in to these Official Rules, which will become effective once posted online at the Website.
- 8. The Promotion Entities are not responsible for the inability of any entrant to complete or continue internet registration due to equipment malfunction, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Sweepstakes. Any use of

- robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
- 9. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
- 10. The Promotion Entities will not assume any responsibility for any changes in the execution or the cancellation of the Sweepstakes as a result of any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), subject to any governmental approval which may be required. In the event of a "Force Majeure occurrence, Sponsor may, in its sole discretion, offer the Grand Prize Winner comparable prize(s) currently being offered by Sponsor in lieu of the Grand Prize originally offered.
- 11. If for any reason, the Sweepstakes is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Sweepstakes is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Sweepstakes entries, or any other causes beyond Sponsor's, control which, in Sponsor's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserve the right to cancel, terminate, modify or suspend the Sweepstakes at their sole discretion.
- 12. Sponsor will use any information provided by entrants in accordance with its online privacy policy, located at <a href="http://hellobeautiful.com/privacy/">http://hellobeautiful.com/privacy/</a>.
- 13. Any and all claims arising directly or indirectly from the Administration of this Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. For all such matters, each Party submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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