## ESPY Vote Giveaway

## NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

These are the Official Rules for the ESPY Vote Giveaway (the "Promotion") sponsored by ESPN Internet Ventures, Inc. ("Sponsor").

1. Eligibility: Open only to legal residents of the United States who are eighteen (18) years or older as of the entry date. All employees of Sponsor, its parent company, affiliates, franchises and subsidiaries, and the immediate families and household members of each, are not eligible to win.

2. Entry: To enter the promotion between June 24, 2014 and July 16, 2014 (the "Promotion Period") go to www.espys.com to place your votes for the recipients of the 2014 ESPY awards. In order to complete your entry in the Promotion, you will then share your vote on the Twitter account @ESPN. Only one (1) entry per person for the entirety of the Promotion. Odd of winning depend on the total number of eligible entries received during the Promotion Period.

3. Restrictions: Entrants must have a valid Twitter account, follow @ESPYs, and allow @ESPYS to direct messages on Twitter to be eligible to win the Promotion. **This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.** ESPN reserves the right to make a final determination with regard to the selection and verification of all winners. Sponsor is not responsible for technological difficulties that might arise and prevent users from entering the Promotion.

4. Prize: Each week of the Promotion Period two (2) tickets for a winner and one (1) guest to the 2015 ESPY Awards will be awarded in a random drawing from all eligible entries. Approximate Retail Value ("ARV") of each ticket is \$95. Total ARV: \$380.00. Prize does not include airfare, hotel, or transportation to the event. Winner is responsible for all expenses including but not limited to souvenirs, meals, and gratuities.

Winner will be notified by a direct message on Twitter. If prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winter. Unclaimed prizes will not be awarded.

5. Release/Permission: By entering, entrants agree to (a) release the Sponsor, its parent, subsidiary, affiliated and related companies, and any of their employees, officers, members, directors and agents from all liability, injuries, loss and/or damages of any kind arising from their participation in the Promotion and the acceptance, possession and use/misuse or any prize; (b) be bound by the Official Rules and the decisions of the Sponsor; and (c) be contacted by direct message on Twitter. By accepting a prize, winner consents to the use of his/her name and likeness for potential advertising and promotional purposes without additional compensation in all media worldwide.

6. General: Sponsor is not responsible if the 2015 ESPY Awards cancelled for any reason. In the event such cancellation occurs, prize will not be awarded. The Promotion is subject to all applicable federal, state and local laws and regulations. The invalidity or enforceability 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 provisions are not contained herein. Sponsor reserves the right to make changes to the Official Rules without notification.

7. Disputes/Choice of Law: Except where prohibited, each entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by New York law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in New York County, New York state, i.e., Manhattan, and entrant hereby consent and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for action out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increase.

8. Privacy: Personally identifiable information that is submitted by entrants as part of this Promotion will be used to administer this Promotion, select the prize winners and fulfill the prizes, and will be treated in accordance with Sponsor's privacy policy, accessible at <u>www.disneyprivacycenter.com</u>.

9. Winners List: For the list of winners go to <a href="https://twitter.com/ESPYS/with\_replies">https://twitter.com/ESPYS/with\_replies</a>.