



**RANDOM ACTS OF KINDNESS GIVEAWAY with DTS
GIVEAWAY OFFICIAL RULES**

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

**INTERNET ACCESS AND A VALID EMAIL ADDRESS
ARE REQUIRED TO ENTER.**

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

Participation in the VIZIO Giveaway (“**Giveaway**”) constitutes your agreement to be bound by these VIZIO Giveaway Official Rules (“**Official Rules**”).

1. Giveaway.

A. The overall Giveaway commences at 12:00 AM Pacific Time (“**PT**”) on February 17th, 2021 and ends at 11:59 PM PT on February 19th, 2021 (“**Giveaway Period**”). .

2. Sponsor. VIZIO, Inc. (“**VIZIO**”), 39 Tesla, Irvine, CA 92618. This Giveaway is in no way sponsored, endorsed or administered by, or associated with any other person or entity, including DTS or any other person or entity to which the Giveaway or its Prizes are 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 email account as of the commencement of each Giveaway 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 Giveaway (collectively, “**Giveaway 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 Giveaway constitutes your agreement to be bound by these Official Rules.

The entry form for the Giveaway is located at [VIZIO.com/en/sweepstakes](https://www.vizio.com/en/sweepstakes). Entries must be made through the entry form only, and each entry will be considered eligible by Sponsor if it meets the requirements of Section 4 set forth below.

4. How to Enter. To enter the Giveaway, each participant must completely fill out an entry form located at [VIZIO.com/en/sweepstakes](https://www.vizio.com/en/sweepstakes) (“**Entry**”). For any Entry that does not meet the above specifications or does not comply with these Official Rules, such Entry may be disqualified in Sponsor’s sole discretion.

There is a limit of a total of one (1) Entry per participant in each day for the 3 days of the campaign ending at 11:59pm PST on Friday February 19th.

Any participant who attempts to participate under multiple identities or uses any device or artifice to enter multiple times in a Weekly Giveaway 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 email 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 email account by the platform operator or other organization (e.g., Google or other business, educational 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. Sponsor’s computer is the official time keeping device for the Giveaway. 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 Giveaway. Winning a prize is contingent upon fulfilling all of the requirements in these Official Rules.

5. **Random Drawing/Odds of Winning:** A random drawing of all eligible Entries received for the 3 day Giveaway will be conducted at 8:00 AM PST on Monday February 22. The odds of winning the prize depend on the total number of eligible Entries received in a Weekly Giveaway.
6. **Prizes.** Prize Winners of the 3 Day Giveaway will receive the prizes listed below for the week stated.

Prize for Weekly Giveaway ending on February 19th, 2021

- One (1) VIZIO Elevate™ 5.1.4 Home Theater Sound Bar with Dolby Atmos® (P514a-H6)
- One (1) VIZIO Elevate™ 5.1.4 Home Theater Sound Bar with Dolby Atmos® (P514a-H6) to a friend to giveaway that has been tagged in one of our 3 social accounts. Twitter, Facebook, Instagram.

Total ARV of the Prizes for the Giveaway is estimated to be \$2,000.00. The ARV of the Prizes may fluctuate, and the ARV may change between the date of commencement of the Giveaway and the date that the Prize is awarded or redeemed.

A Sponsor representative will arrange to ship the Prizes to the Prize Winners after the Prize Winners have been announced, and each Prize Winner shall ensure that his/her residence is accessible for the delivery of the Prizes to a physical address (*PO Boxes not acceptable, signature required*) based on a confirmed date between a Sponsor and each 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 a designated Prize should become unavailable for any reason.

7. **Taxes.** Each 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 a Prize. Each Prize Winner may be required to complete and submit an IRS Form W-9 with his/her social security number or the equivalent for receipt of a Prize. Failure to submit a complete



W-9 or equivalent will result in forfeiture of the Prizes. The Prize value may be reported to the IRS and the California Franchise Tax Board by a Sponsor. The Prizes are 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.

- 8. Winner Notification.** 1 Prize Winner will be notified via email before 5:00 PM PT on Monday February 22 after the giveaway period. 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. Each Prize Winner is subject to verification, including verification of age. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of participants. *P.O. Boxes are not acceptable as mailing addresses.* Awarding of a Prize is subject to verification of a Prize Winner's eligibility and full compliance with these Official Rules.

As a condition of accepting a Prize, each 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 Prizes. Failure to return all required documents in this time period may result in a potential winner being disqualified and an alternate winner being selected. Any unclaimed and/or 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.

- 9. General: NO PURCHASE NECESSARY.**

- A. Giveaway Cancellation:** Sponsor reserves the right, in its sole discretion to cancel, terminate or suspend this Giveaway, 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 Giveaway (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming). The Giveaway 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 Giveaway 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 Giveaway. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Giveaway violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Giveaway.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY 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 Giveaway 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 Giveaway, 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 Giveaway, each participant agrees that Sponsor has the right to contact participant by direct message, 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, each 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 Microsoft 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 Giveaway, or possession, acceptance and/or use or misuse of a Prize or participation in any Giveaway-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 Prizes 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 Giveaway, each participant agrees that: **(i)** any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, 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 Giveaway 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.

10. Request for Winner List and Official Rules: For Official Rules and/or the Winner List, send a self-addressed stamped envelope by February 19th, 2021 to: VIZIO, Inc., Attn: VIZIO Giveaway, 39 Tesla, Irvine, CA 92618, USA. Residents of Vermont may omit return postage on rules requests. Winner List will be available after February 23rd, 2021.

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