**VIZIO ELEVATE SWEEPSTAKES**

**OFFICIAL SWEEPSTAKES 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 Elevate Sweepstakes ("**Sweepstakes**") constitutes your agreement to be bound by these VIZIO Elevate Sweepstakes Official Rules ("**Official Rules**").

1. **Sweepstakes.**

   **A.** The overall Sweepstakes commences at 12:00 PM Pacific Time ("**PT**") on October 7, 2024 and ends at 12:00 PM PT on October 14, 2024 ("**Sweepstakes Period**").

   **B.** There will be one (1) prize winner selected at random from the valid entries received during the Sweepstakes Period. The eligible social media platforms for submitting an Entry (defined below) in the Sweepstakes are Instagram, Facebook, X (formerly Twitter), and TikTok (each, an "**Eligible Platform**," and collectively, the "**Eligible Platforms**"). Entries submitted via any other platform or means will not be deemed valid.

2. **Sponsor.** Sponsored by VIZIO, Inc. ("**VIZIO**," or "**Sponsor**"), 39 Tesla, Irvine, CA 92618. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram, Facebook, X/Twitter, TikTok or any other person or entity to which the Sweepstakes or its prizes are related.

3. **Eligibility.** To be eligible to participate in the Sweepstakes and receive the Prize (defined below), participants must, at the time of entry, meet all of the following requirements: (a) be legal residents of the fifty (50) United States or the District of Columbia (the "**Territory**"); (b) be 18 years of age or older and the age of majority in their state of residence, and (c) be a registered user of an Eligible Platform with a public profile that is open to receiving direct messages (each, a "**Participant(s)**"). If you are not already a registered user of one of the Eligible Platforms, it is free to sign up. Entrants are not required to be WatchFree+ users or VIZIO Account owners to enter.

   EACH PARTCIPANT MUST HAVE AN ACTIVE PUBLIC ACCOUNT ON AN ELIGIBLE PLATFORM PRIOR TO ENTERING AND SHALL NOT REGISTER FOR AN ACCOUNT FOR THE SOLE PURPOSE OF ENTERING THIS SWEEPSTAKES. VOID OUTSIDE THE TERRITORY, IN PUERTO RICO, THE U.S. TERRITORIES, 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.

4. **How to Enter.** To enter the Sweepstakes, you must complete <u>all</u> of the following requirements on one or more of the Eligible Platforms: (1) Follow @VIZIO, (2) "Like" the VIZIO Elevate Sweepstakes post that will be posted by Sponsor, <u>and</u> (3) Comment on the VIZIO Elevate Sweepstakes post telling us your current favorite song, and tag one friend (collectively, an "**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. Limit one (1) Entry per participant per Eligible Platform in the Sweepstakes for a total of four (4) Entries per participant.

Any participant who attempts to participate under multiple identities or uses any device or artifice to enter multiple times in the Sweepstakes 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. All Entries must be original and must not contain any material that infringes on the rights of a third party or violates applicable law.

In the event of a dispute over who submitted an Entry, the authorized account holder of the email account associated with the Eligible Platform profile submitting 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/they is/are 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 Sweepstakes. Once submitted, Entries will *not* be acknowledged or returned. Sponsor's decisions are final and binding on all matters relating to the Sweepstakes. Winning the Prize is contingent upon fulfilling all the requirements in these Official Rules.

5. **Random Drawing/Odds of Winning:** All valid Entries received by Sponsor before the stated end date will be eligible for the random drawing and to receive the Prize (defined herein). The odds of winning the Prize depend on the total number of eligible Entries received in the Sweepstakes.

6. **Prize.** One (1) randomly selected winner will receive the following prize upon verification ("**Prize**"): One (1) VIZIO Elevate SE 5.1.2 Soundbar (ARV: $499.99).

   The approximate retail value ("**ARV**") of the Prize may fluctuate or change between the date of commencement of the Sweepstakes and the date that the Prize is awarded or redeemed. Limit one (1) Prize in the Sweepstakes.

   Prize may not be assigned, transferred, exchanged or redeemed for cash, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute the Prize for another prize of equal or greater value if the designated Prize should become unavailable for any reason.

7. **Taxes.** 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. Prize winner may be required to complete and submit an IRS Form W-9 with his/her/their social security number or the equivalent for receipt of the Prize. Failure to submit a complete W-9 or equivalent as required by Sponsor will result in forfeiture of the Prize. The Prize value may be reported to the IRS and the California Franchise Tax Board by Sponsor. To the extent permissible by law, 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.

8. **Winner Selection and Notification.** The random drawing will take place on or around October 21, 2024, and the potential winner will be contacted by Sponsor via direct message on the Eligible Platform from which the Entry was submitted to obtain verification of eligibility requirements. If a winner notification is returned as undeliverable or a potential winner cannot be reached, a potential winner is ineligible, or a potential winner declines the Prize, the Prize may be awarded to another randomly drawn Entry. 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 a prize mailing addresses.*

Awarding of the Prize is subject to verification of the winner's eligibility and full compliance with these Official Rules.

As a condition of receiving the Prize, a potential 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 potential winner's written confirmation of winning; and **(b)** provide Sponsor with his/her/their 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 a potential winner being disqualified and an alternate winner being selected. Any unclaimed and/or unused portion of the Prize will be forfeited and will not be substituted, nor will there be any refund for any unclaimed and/or unused portion of the Prize.

9. **General:** NO PURCHASE NECESSARY. VIZIO ACCOUNT NOT REQUIRED.

   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 an participant's ability to participate and/or redeem the 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 in connection with the Sweepstakes will be subject to Sponsor's privacy policy. By entering this Sweepstakes, 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 the Prize constitutes permission for Sponsor and its designees to use 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 lawful purpose, including without limitation marketing, promotional and/or publicity purposes, without additional compensation to the Prize winner.

Except where prohibited, 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 submitting an Entry or otherwise participating in the Sweepstakes, all participants agree to release, indemnify and hold harmless Sponsor, Instagram, Facebook, X, and TikTok, and each of their and their affiliates' 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. **Governing 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 Prize, 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.

10. **Request for Winner List and Official Rules:** For Official Rules and/or the Winner Report, send a self- addressed stamped envelope by January 31, 2025 to: VIZIO, Inc., Attn: VIZIO Elevate Sweepstakes, 39 Tesla, Irvine, CA 92618, USA. Residents of Vermont may omit return postage on rules requests. Winner List will be available after December 1, 2024.

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