

THE TIVO® TV CHALLENGE SWEEPSTAKES NO. 3 OFFICIAL RULES ("RULES")

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES;
A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING A
PRIZE IN THIS SWEEPSTAKES**

I. Description of Sweepstakes.

The TiVo TV Challenge Sweepstakes No. 3 ("Sweepstakes") is sponsored and administered by Cynopsis Media, a division of Access Intelligence, LLC, 4 Choke Cherry Road, 2nd Floor, Rockville, MD 20850 ("Sponsor"). Sponsor will award one "Grand Prize" (as described in Section II.A. below) in the Sweepstakes to a winner selected by means of a random drawing conducted by Sponsor (or its designee) from among all eligible Sweepstakes entries received by Sponsor during the "Promotion Period", as defined in Section IV below. This Sweepstakes is subject to specific restrictions, qualifications, and conditions that are listed below. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

II. Description of Grand Prize.

A. The Grand Prize shall consist of one (1) TiVo Roamio™ HD Digital Video Recorder and Streaming Media Player, the approximate retail value ("ARV") of which is One Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$199.99), plus one (1) year of TiVo subscription service, the ARV of which is One Hundred Seventy-Nine Dollars and Eighty-Eight Cents (\$179.88). The total ARV of the Grand Prize is Three Hundred Seventy-Nine Dollars and Eighty-Seven Cents (\$379.87). One (1) Grand Prize will be awarded to the qualified Grand Prize Winner. The Grand Prize Winner will be required to agree to the TiVo, Inc. ("TiVo") User Agreement as a condition of accepting and receiving the Grand Prize. The odds of winning the Grand Prize are determined by the total number of eligible Sweepstakes entries received by Sponsor during the Promotion Period.

B. The Grand Prize is not transferable, assignable, redeemable for cash, or exchangeable by the Grand Prize Winner for any other prize. Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize of equal or greater value for the Grand Prize. Prizes are awarded without warranty of any kind from Sponsor, express or implied, except where this would be contrary to federal, state, or local law or regulation.

III. Eligibility.

Except for the persons excluded below, the Sweepstakes is open to all legal residents of the fifty (50) United States or the District of Columbia who: (i) are 18 years of age or older at the time of entry into the Sweepstakes, (ii) own a computer with Internet access, and (iii) complete and submit within the Promotion Period an online entry form according to the procedures set forth in Section V below. The Sweepstakes is not open to people less than 18 years of age or who are officers, directors, or employees of Sponsor, of TiVo, or of either such entity's respective

affiliates, licensees, parents, subsidiaries, divisions, advertising, marketing and promotion agencies, or members of the immediate family or household of each and any such individual. The term "immediate family" includes spouses/domestic partners, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household, whether or not related. Any false information provided within the context of the Sweepstakes by any entrant concerning identity, postal address, telephone number, ownership of rights, or non-compliance with these Rules or the like may result in the immediate disqualification of the entrant from the Sweepstakes. By entering the Sweepstakes, each entrant agrees to abide and be bound by these Rules and the decisions of Sponsor, which are final, binding and non-appealable on all matters pertaining to this Sweepstakes.

IV. Promotion Period.

The Sweepstakes promotion begins on February 3, 2015 at 12:00:01 a.m., Pacific Time (PT) ("Sweepstakes Beginning Date"), and ends on February 20, 2015 at 11:59:59 p.m., PT ("Sweepstakes Ending Date") (the dates from the Sweepstakes Beginning Date through the Sweepstakes Ending Date are collectively the "Promotion Period"). To be eligible, an entry must be received by Sponsor during the Promotion Period, regardless of when submitted by the entrant. Sponsor's computer is the official time clock for the Sweepstakes. **IMPORTANT NOTICE TO ENTRANTS: EACH ENTRANT IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN HIS/HER RESPECTIVE JURISDICTION.**

V. How to Enter.

The only way to enter the Sweepstakes is by filling out and submitting an entry form online at www.cynopsis.com ("Website") during the Promotion Period. To enter the Sweepstakes, go to the Website during the Promotion Period and click on the tab to the Sweepstakes, complete the online entry form, agree to the Rules, and answer the TiVo question of the month. Each entrant may enter the Sweepstakes only once; multiple entries submitted by the same individual or from the same email account will be void. Names and contact information of Sweepstakes entrants may be shared with partner companies of Sponsor and with TiVo; provided, however, that the collection, storage and dissemination of Sweepstakes' entrants' personally identifiable information will be handled in accordance with Sponsor's Privacy Policy, as posted on the Website.

VI. Awarding the Grand Prize.

A. On or about February 23, 2015, Sponsor (or its designee) will conduct a drawing (the "Drawing") in which one (1) potential Grand Prize Winner will be randomly selected from among all eligible entries that are received by Sponsor during the Promotion Period and that correctly answer the TiVo question of the month. Entrants need not be present to win. The Drawing will take place, except in the event of an act of God, strike, war, order of a governmental authority, or for any other cause(s) beyond Sponsor's control. The potential Grand Prize Winner will be

notified within approximately five (5) calendar days following the Drawing date by electronic mail. The actual Grand Prize Winner understands and agrees that Sponsor and/or TiVo may desire, and that Sponsor and TiVo hereby irrevocably are granted the perpetual and unrestricted right, to publish online, in print, and/or in any other medium, whether now known or hereafter devised, the first and last names, photograph (actual or simulated), city and state of residence, quotes, opinions, and other biographical information of the Grand Prize Winner.

B. The Grand Prize Winner understands and agrees that without further compensation, and by accepting the Grand Prize, he/she will be required to sign an Eligibility Affidavit / Likeness & Liability Release ("Release"), except solely to the extent that applicable law may limit the provisions of the Likeness & Liability Release. By accepting the Grand Prize and signing the Release, the Grand Prize Winner agrees that Sponsor, TiVo, Sponsor's and TiVo's respective affiliates, distributors, advertising, marketing and promotional agencies and suppliers, and each such entity's respective parents, subsidiaries, agents, directors, officers, employees, representatives and assigns (collectively "Agents"), shall have no liability for any damage, loss or injury that may arise in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of the Grand Prize or participation in this Sweepstakes. To the maximum extent permitted by law, each entrant agrees to hold Sponsor, TiVo, and their respective Agents harmless from and against any injury, loss or damage.

C. In order to receive the Grand Prize, the potential Grand Prize Winner will be required to complete and return the Release to Sponsor within five (5) business days after Sponsor's issuance thereof. If the potential Grand Prize Winner fails to comply with these Rules or fails to execute and return the Release to Sponsor within such five (5) business day period, then that person will be disqualified from the Sweepstakes and Sponsor (or its designee) will conduct another random drawing to select an alternate potential Grand Prize Winner from among all remaining eligible Sweepstakes entries that were received by Sponsor during the Promotion Period and that correctly answered the TiVo question of the month. In the event that the alternative potential Grand Prize Winner fails to comply with these Rules or fails to execute and return the Release to Sponsor within five (5) business days after Sponsor's issuance thereof, then the alternative potential Grand Prize Winner will be disqualified from the Sweepstakes and Sponsor will conduct another random drawing to select a second alternate potential Grand Prize Winner from among all remaining eligible Sweepstakes entries that were received by Sponsor during the Promotion Period and that correctly answered the TiVo question of the month. In the event that the second alternative potential Grand Prize Winner fails to comply with these Rules or fails to execute and return the Release within five (5) business days after Sponsor's issuance thereof, then Sponsor will have the option either (a) to award the Grand Prize to a third alternative potential Grand Prize Winner (selected pursuant to the same above-described random drawing procedure) or (b) not to award the Grand Prize. In order to receive the Grand Prize, the Grand Prize Winner will not be required to: (i) purchase any goods or services, (ii) pay any money, or

(iii) submit to a sales promotion effort. Once an entrant has been selected as a Grand Prize Winner, such entrant is no longer eligible to win any other prize offered in connection with one of Sponsor's or TiVo's promotional sweepstakes or contests during the immediately subsequent twelve (12)-month period.

D. The Grand Prize will be delivered to the Grand Prize Winner, at no shipping or delivery charge to him/her, in the following manner: Shipped from TiVo to the contest winner with information supplied by Cynopsis.

E. The prompt reporting and prompt payment of all applicable federal, state and/or local taxes that may be assessed on the awarding, acceptance, receipt or use of the Grand Prize are the sole and full responsibility of the Grand Prize Winner. An IRS Form 1099-MISC may be furnished directly to the Grand Prize Winner by Sponsor. The Grand Prize Winner should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

VII. Warranty and Indemnity.

A. By entering the Sweepstakes, each entrant represents, warrants and covenants that he/she is eligible and has the right to enter the Sweepstakes. To the maximum extent permitted by law, each entrant hereby defends, indemnifies, and agrees to keep harmless Sponsor, TiVo, and their respective Agents at all times from and against any liability, claims, demands, actions, causes of action, judgments, losses, awards, damages, injuries, costs and expenses (including, without limitation, attorneys' fees): (i) resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein; or (ii) caused or claimed to be caused by participation in the Sweepstakes and/or the use, misuse or acceptance of the Grand Prize or of any other prize that may be awarded in this Sweepstakes.

B. Neither Sponsor nor TiVo makes any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the Grand Prize, including, but not limited to, quality, functionality, merchantability, fitness for a particular purpose, or non-infringement. IN NO EVENT WILL SPONSOR OR TIVO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES OR AN ENTRANT'S RECEIPT OR USE OF ANY PRIZE AWARDED IN THIS SWEEPSTAKES.

VIII. Miscellaneous.

A. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Sponsor may prohibit any entrant from participating in the Sweepstakes and may disqualify the associated entry(ies) if any entrant attempts to enter the Sweepstakes through means not described in the Rules, attempts to disrupt the Sweepstakes or circumvent the Rules, or acts in an un-sportsmanlike manner or with an intent to annoy or harass any other entrant(s). Sponsor reserves the right to cancel, suspend or modify the Sweepstakes should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Sponsor corrupt the administration, security, safety, fairness, integrity, or proper operation

of the Sweepstakes. All decisions of Sponsor are final, binding and non-appealable. Sponsor reserves the right to disqualify any individual who tampers with the Sweepstakes entry process, including any individual who attempts to enter the Sweepstakes by any robotic, programmatic, systematic or mechanical means. **Caution: Any attempt by an individual to deliberately damage any website or to 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 notify the authorities and to seek damages from and against any such individual to the fullest extent of the law.**

B. Neither Sponsor nor TiVo is responsible, and neither Sponsor nor TiVo assumes any responsibility, for late, lost, misdirected, undeliverable, indecipherable, inaccurate or incomplete Sweepstakes entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or online entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet, or at a website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer related to or resulting from entering the Sweepstakes, or other telecommunications malfunctions that may limit an entrant's ability to participate in the Sweepstakes. Sponsor reserves the right to modify, cancel or suspend the Sweepstakes in the event that the Website used to administer any aspect of the Sweepstakes becomes technically corrupted.

C. Each entrant hereby agrees that neither Sponsor, TiVo, nor any of their respective Agents shall be liable for, and each entrant hereby discharges and releases Sponsor, TiVo, and all of their respective Agents from, any losses, damages or injuries of any kind resulting from or relating to: (i) acceptance/receipt/possession and/or use/misuse of the Grand Prize, (ii) participation in the Sweepstakes, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer online system, computer equipment, hardware and/or software, or (iv) any delay or distortion of a Sweepstakes entry resulting from data transmissions that are garbled, indecipherable, inaccurate, incomplete, misdirected, lost, mutilated, delayed, corrupted, illegible or otherwise not in compliance with these Rules. Each entrant further agrees that neither Sponsor, nor TiVo, nor either such entity's respective Agents shall be responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from entering or otherwise participating in the Sweepstakes. Neither Sponsor, nor TiVo, nor either such entity's respective Agents shall be liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or

corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Sweepstakes.

D. These Rules shall be governed exclusively by, and construed exclusively in accordance with, (i) the laws of the State of Maryland, USA, without regard to the conflicts/choice of law rules or principles thereof, and (ii) the federal laws of the United States of America. To the maximum extent permitted by law, the right of any Sweepstakes entrant to litigate, to seek injunctive relief, or to make any other recourse to judicial or other procedure in case of disputes or claims resulting from or in connection with this Sweepstakes are hereby excluded, and each Sweepstakes entrant hereby expressly waives any and all such rights. To the extent that applicable law mandates that a Sweepstakes entrant be entitled to litigate any dispute or claim arising out of or relating to the Sweepstakes, then the entrant may bring such a legal action or proceeding, and any such dispute or claim shall be adjudicated exclusively in the state or federal courts located in Montgomery County in the State of Maryland; and, in any such action or proceeding, the entrant irrevocably agrees to submit to the exclusive personal and subject matter jurisdiction and exclusive venue of such courts. If any provision(s) of these Rules is(are) held to be invalid or unenforceable for any reason, then all remaining provisions hereof will remain in full force and effect.

E. To obtain the name of the Grand Prize Winner in the Sweepstakes, a person should send his/her request, along with a self-addressed, stamped envelope, to: The TiVo TV Challenge Sweepstakes No. 3 Grand Prize Winner, c/o Cynopsis Media, 4 Choke Cherry Road, 2nd Floor, Rockville, MD 20850. Residents of the State of Vermont may omit return postage. Such requests must be received by Sponsor by no later than April 6, 2015. The name of the Grand Prize Winner in the Sweepstakes will be sent out once such individual has been verified.