

**OVERVIEW:** Aspire Channel, LLC and UP Entertainment, LLC (collectively, the “Sponsors”) will be sponsoring various sweepstakes on the website www.thetvprogrammers.com (the “Website”) (each a "Sweepstakes", and collectively, the "Sweepstakes") from January 1 – December 31, 2018. With respect to each Sweepstakes, the Sponsors will identify the prize(s), the dollar value of such prize and the duration of the Sweepstakes (i.e., the time remaining). The Sponsors’ principal business address is 2077 Convention Center Parkway, Suite 300, Atlanta, Georgia 30337.

**PURCHASE:** NO PURCHASE IS NECESSARY TO ENTER OR WIN ANY PRIZES IN ANY SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. The Sweepstakes are subject to all applicable federal, state, and local laws, and are void where prohibited. Winning individuals will be responsible for all taxes related to the award of any Sweepstakes prize. Each Sweepstakes begins and ends at the following dates and times (each, a "Sweepstakes Period"):

<u>Monthly Sweepstakes Periods</u>	<u>Quarterly Sweepstakes Periods</u>
<u>For UPtv Prize Giveaways:</u>	<u>For Gift Card Giveaways:</u>
January 1 – 31, 2018	January 1 – March 31, 2018
February 1 – 28, 2018	April 1 – June 30, 2018
March 1 – 31, 2018	July 1 – September 30, 2018
April 1 – 30, 2018	October 1 – December 31, 2018
May 1 – 31, 2018	
June 1 – 30, 2018	
July 1 – 31, 2018	
August 1 – 31, 2018	
September 1 – 30, 2018	
October 1 – 31, 2018	
November 1 – 30, 2018	
December 1 – 31, 2018	

**ELIGIBILITY:** The Sweepstakes are open to legal residents of all fifty (50) States in the United States as well as the District of Columbia, who are at least 18 years of age at the time of entry. Employees, officers and directors of the Sponsors, Vision Critical (“Administrator”), and their respective parents, subsidiaries, affiliates, representatives and

agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. By entering a Sweepstakes, entrants agree to be bound by these official rules and disclaimers (these "Official Rules"), and the decisions of Sponsors regarding the Sweepstakes are final and binding in all respects.

**TO ENTER:** All entries will be received online through the Website. Any eligible person who electronically logs into the Website may access any of the Sweepstakes. Each Sweepstakes may require an entrant to undertake a nominal action (e.g., watch a short video, respond to a very brief survey, etc.) in order to enter a Sweepstakes. Following this action, the entrant will click and be entered in that Sweepstakes. If an entry is not credited due to technical error, downtime, or similar computer service interruption, Sponsors are not permitted to manually credit an entrant's account.

**SELECTION OF WINNERS:** With respect to each Sweepstakes, within approximately ten (10) business days following the end of each Sweepstakes Period, Administrator will conduct a random drawing from among all eligible entries received during the Sweepstakes Period. The odds of winning are based on the number of eligible entries received for a Sweepstakes. Sweepstakes prize winners will be notified by e-mail (to the e-mail address provided by the entrant) of the prize which they have been awarded (the "Award Notification"). If the selected prize winner does not respond within five (5) days after Award Notification is given, then that selected prize winner will be deemed to have forfeited his/her prize. Forfeited prize will be re-awarded by Administrator by random drawing to another eligible entrant in the Sweepstakes. EACH SWEEPSTAKES PRIZE WINNER IS SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

**PRIZES:** Each prize for Monthly Sweepstakes Periods shall consist of an item(s) of UPTV or ASPIRE merchandise. Prizes for the Quarterly Sweepstakes Periods shall consist of gift cards redeemable for certain item(s) of retail merchandise or services fulfilled by Administrator's third party incentives fulfillment provider. Prize amount(s) may be delivered via options such as (i) direct secure online bank deposit, (ii) virtual VISA® card, or (iii) any other option provided by Administrator's third party fulfillment provider. Fulfillment options are subject to change at any time in Administrator's or Sponsors' sole discretion. All gift cards are redeemable with the specific businesses issuing such cards. There will be no substitutions, exchanges or variations made to prizes or gift cards that are awarded, or

prizes which are redeemed with gift cards. It is the responsibility of each prize winner to redeem any gift card received as a prize. MERCHANDISE OR SERVICES RECEIVED AS A PRIZE, OR OBTAINED WITH GIFT CARDS RECEIVED AS A PRIZE, ARE RECEIVED WITHOUT WARRANTY BY SPONSORS OF ANY KIND, EXPRESS OR IMPLIED. Prizes for the Monthly Sweepstakes will have values generally between \$10 - \$200. Prizes for each Quarterly Sweepstakes shall consist of one Grand Prize gift card having a value of \$200, one second Prize gift card having a value of \$100 and one third Prize gift card having a value of \$50 (total Prize value for each Quarterly Sweepstakes: \$350).

**PRIZE RESTRICTIONS:** Any and all applicable federal, state, and local taxes are the sole responsibility of the individual Sweepstakes prize winner. Prizes, gift cards received as prizes, and the merchandise or retail services for which such gift cards may be redeemed cannot be substituted, assigned, transferred, or redeemed for cash. Gift card prizes will be fulfilled by Administrator. Neither Administrator nor Sponsors will replace any gift card prize that is lost or stolen once any gift card is delivered to a Sweepstakes prize winner. Gift cards may not be useable in conjunction with any other promotions or offers. Gift cards shall be redeemable as set forth thereon, and in accordance with applicable law.

**GENERAL CONDITIONS:** Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver thereof. Neither Sponsors nor anyone acting on their behalf will enter into any communications with any entrant regarding the Sweepstakes, except as expressly set forth in these Official Rules. Sponsors reserve the right at their sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website and/or the legitimate operation of the Sweepstakes; to violate these Official Rules; or to act in a disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person with respect to the Sweepstakes. Sponsors may, in their sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any Sweepstakes a portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes (or any Sweepstakes a portion thereof) to address the impairment and then resume the Sweepstakes (or any Sweepstakes a portion thereof) in a manner that best conforms to the intent of these Official Rules; or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Privacy Policy found online at <http://www.uptv.com/privacy> shall apply to all aspects of the Sweepstakes.