

QVC, Inc.
DAVID'S ROAD TRIP CONTEST
OFFICIAL RULES

QVC, Inc. ("Sponsor") is sponsoring the David's Road Trip Contest ("Contest").

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 18 YEARS OR OLDER TO ENTER. VOID WHERE PROHIBITED.

By entering this Contest, entrants agree to abide by all terms of these Official Rules and the decisions of the Sponsor whose decisions shall be final and binding.

1. **ELIGIBILITY:** The Contest is open to legal residents of the United States and District of Columbia, excluding Rhode Island, who are 18 years or older as of date of entry. **Employees and agents of Sponsor and their parents, affiliates and subsidiaries, and their immediate families (parents, children, siblings and spouses) and their same household members are not eligible.** Void outside of the United States and District of Columbia, and where prohibited by law. Void in Rhode Island and Puerto Rico. Subject to all federal, state and local laws and regulations.
2. **CONTEST ENTRY:** The Contest begins on March 11, 2015 and ends at 11:59 pm ET on March 29, 2015 ("Contest Period").

To enter the Contest, submit the favorite restaurant in your college town. Send photos and a short description to davidroadtrip@qvc.com ("Submission"). A Submission includes any photos and description of a restaurant in a college town that a Participant submits via e-mail, directly to Sponsor in connection with the Contest.

Once submitted, Submissions become the sole property of Sponsor, cannot be modified by entrant, and will not be returned. Receipt of Submission may be acknowledged, but such acknowledgment does not constitute any representation by Sponsor as to Contest eligibility. By submitting a photo, entrant gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission, including from the creator, if other than entrant) to Sponsor and hereby grants Sponsor a royalty-free, irrevocable, perpetual, worldwide, sublicensable, non-exclusive license to post entrant's recipe, name, likeness and all other information about the entrant contained in the Submission on the World Wide Web, and to otherwise use entrant's recipe, name, likeness and all other information about the entrant in the Submission without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such Grant of Rights will be confirmed by potential winner upon Sponsor's request and potential winner agrees to sign any and all necessary confirming documents without compensation of any kind (other than the prize).

Entrant further warrants and represents that he/she has fully complied with these Official Rules and that his/her Submission: (1) does not violate any law or regulation; (2) does not violate or infringe any right of any third party, including but not limited to intellectual property rights, such as but not limited to rights of copyright, trademark or patent, or rights of publicity or privacy (without in any way limiting the preceding, entrant represents and warrants that he/she has obtained permission from the recipe creator if not him/herself (upon Sponsor's request, winner must submit proof of obtaining all necessary consents); (3) is not defamatory, slanderous, libelous, scandalous or obscene; (4) is entirely entrant's own original work and entrant owns or controls all right, title and interest in the Submission, including but not limited to its copyright; (5) has not been submitted in any other competition or Promotion; (6) does not contain any virus, bugs, or other deleterious material; (7) does not contain the trademark, tradename or logo of any third party unless entrant has first obtained the consent of that third party (but may contain a trademark, tradename or logo of the Sponsor); (8) does not name, depict or

describe any person (living, dead, or fictional) unless entrant has first obtained the consent of any named/depicted/described person as per (2) above; (9) without limiting the foregoing, does not contain any material that is protected by copyright other than the copyright owned exclusively by the entrant, including but not limited to product labels that are subject to others' copyright. Submissions may not (and Sponsor reserves the right to disqualify any Submissions that do): 1) include nudity or what Sponsor, in its sole discretion, considers to be obscenity, pornography, racially offensive, sexually explicit, and/or offensive language/content, hate speech or drug usage; 2) disparage Sponsor or any other party, including brands or trademarks other than those of Sponsor (this includes but is not limited to the brands/trademarks of Sponsor's competitors); 3) depict acts of violence or aggression; 4) advocate illegal conduct of any kind. If a Submission is unable to be viewed by Sponsor for any reason whatsoever, that Submission shall be disqualified (and Released Parties, as defined below, will not be responsible or liable for any such inability).

By entering, entrant agrees to indemnify and hold harmless Released Parties (as defined below) from any action or liability resulting from the publishing of his/her Submission and/or use of the Submission.

The Contest is limited to one (1) Submission per entrant. Duplicate Submissions will be removed. In the event entrants exceed the stated limit, only the earliest Submission will be reviewed. Any other attempted form of Contest entry is void. No mail-in or fax Submissions will be accepted. Any person who attempts to participate with multiple e-mail addresses, under multiple identities or uses any device or artifice to enter in excess of this entry limitation will be disqualified; use of programmed, automated or like means of entry is prohibited.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest (in whole or in part) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion or any other causes beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (in whole or in part), Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Contest. In such event, Sponsor reserves the right to conduct the Contest and award the Prizes in one or more weeks of the Contest (as discussed below) in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Contest will be posted on the Blog. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries or photos; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic Submission to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Contest.

Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 3. USE OF SUBMISSIONS; LICENSE:** By entering the Contest or making any Submission to or for the benefit of the Sponsor, Entrants hereby irrevocably grant to Sponsor a non-exclusive, sub-licensable, royalty-free, fully paid license and right to use, distribute, make

derivative works from and otherwise exploit the Submission, in any manner and in any medium now known or hereafter devised, throughout the world in perpetuity, including, without limitation the right to use the Submission in whole or in part in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose related to the Contest or not related to the Contest. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized. Entrants agree that Sponsor shall have sole discretion in determining the extent and manner of use of Submissions and is not obligated to use any Submission.

- 4. WINNER DETERMINATION:** At the conclusion of the Contest Period, a judging panel, consisting of designated representatives of Sponsor, will select eight (8) finalists from among all eligible Submissions. One (1) winner will be selected from among the eight (8) finalists to attend the ITKWD Weekend in August. Judging will be based on the following criteria: Relevance (50%) and Creativity (50%). The Submission with the highest overall score based on judging will be deemed the Winner. In the event of a tie, the entry from among all such tied entries with the higher/highest score in Relevance will be deemed the winning entry.

The determination of the Winner will be made by Sponsor in its sole discretion. Sponsor's determination is final and cannot be appealed.

If you are determined as the Winner, you understand and agree that your Submission may be mentioned during a live QVC broadcast and/or posted on the Website on another website of Sponsor (at its sole discretion), and /or any other website specified by Sponsor, with the Submission being attributed to you as follows (*First Name, Last Name; City and State of Residence*), and may be viewed by anyone with access to the Internet or television. All Submissions may remain on any website specified by Sponsor in perpetuity or for as long as Sponsor deems appropriate. If it is posted, the Submission as displayed on such website(s) may differ from the Submission you submitted due to technological malfunction/error/defect/limitations and/or modifications made at the sole discretion of the Sponsor; and, you release and agree to hold harmless Sponsor and their agencies from any liability related thereto. Nothing herein obligates Sponsor to post any Submission on the Website or any other website; and, Sponsor's failure to post Submission shall not result in any liability to Sponsor or its agencies.

In the event of any dispute concerning the identity of any online entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Prize: One (1) Winner will be selected to receive:

**Round Trip airfare for two (2) to Philadelphia, PA
(If the winner is a local resident, airfare will not be included)
Meals for the duration of the stay
Transportation for the duration of the stay
ITKWD August Weekend Package**

Total Approximate Retail Value \$3,500.00

Prizing is limited to one prize per person per household. Prize is limited to what is listed in these official rules. Prize winner ("**Winner**") is not entitled to any surplus between actual value of prize and stated retail value. In the event Sponsor is unable to award prize as stated, Winner will receive a substitute prize of equal or greater value, at Sponsor's discretion. Any costs or fees not specifically listed herein are the responsibility of the Winner.

If a potential Winner is unable or unwilling to accept the prize for any reason, he/she will be disqualified and the entire prize forfeited; and, in such event, an alternate Winner shall be selected from among all remaining eligible Submissions received. Prizes cannot be substituted or transferred by Winner. If a Prize must be forfeited, Winner will not be given the cash value of the prize or any component of the prize. Winner is solely responsible for all expenses not expressly included. **All taxes are the responsibility of the Winner.** Winner may be required to sign an IRS Form 1099, Form W-9, or the equivalent for all prizes valued at \$600 or greater, or for any prize as to which Sponsor, in its sole discretion, believes it is warranted. PRIZES PROVIDED BY QVC.

5. **WINNER NOTIFICATION:** Sponsor or a representative of Sponsor shall contact potential Winner by email on or about June 28, 2015. Potential Winners may be required to execute and return an affidavit of eligibility, liability release, and (where legal) an affidavit of publicity prior to receiving the prize. Potential Winner will have forty-eight hours from the time he/she is contacted to respond and accept the prize. Noncompliance with the time period described above will result in disqualification and an alternate winner selected. Potential Winner may be required to present proof of identification prior to claiming prize. Acceptance of any prize shall require acceptance of the terms of these Official Rules and shall grant Sponsor the right to use Winner's first name, last name and city and state of residence name for any publicity associated with this Contest.
6. **GENERAL CONDITIONS:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Acceptance of prize constitutes prize Winner's permission for Sponsor, and its respective successors, representatives and assigns to use their name, voice, likeness, photograph, prize information, biographical data and city and state of residence in programming, advertising, trade and/or promotional material or on a winner's list without compensation or notice, to the extent permitted by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

7. **LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree to release and hold harmless Sponsor, its respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, shareholders, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of prize. No more than the prizes stated above will be awarded.
8. **DISPUTES: ARBITRATION/CHOICE OF LAW:** To the fullest extent permitted by law, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the prizes, or the determination of the Prize Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest (if any) but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard for conflicts of law doctrine, and all proceedings shall take place in the City of Philadelphia, County of Philadelphia.

9. **WINNER'S LIST:** For the name of the prize winner, mail a self-addressed, stamped envelope to: "David's Road Trip Contest", QVC Studio Park Mail Code 190, West Chester, PA 19380.