

CRACKLE® PLAYSTATION® GIVEAWAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) U.S. STATES, THE DISTRICT OF COLUMBIA, AND PUERTO RICO WHO ARE EIGHTEEN (18) YEARS OR OLDER AT THE TIME OF ENTRY.

The Crackle® PlayStation® Giveaway Sweepstakes ("Sweepstakes") is sponsored by Crackle, Inc., 10202 W Washington Blvd. Culver, City CA. 90232 ("Sponsor"), and is administered by an independent judging organization ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on April 1, 2015, at 12:00 A.M. Eastern Time ("ET") and ends on March 31, 2016, at 11:59:59 P.M. ET ("Sweepstakes Period"). The Sweepstakes will consist of the following twelve (12) entry periods (each an "Entry Period"):

| Entry Period | Start Date (at 12:00 AM ET) | End Date (at 11:59:59 PM ET) | Drawing Date |
|---------------------|------------------------------------|-------------------------------------|---------------------|
| 1 | 4/1/15 | 4/30/15 | 5/1/15 |
| 2 | 5/1/15 | 5/31/15 | 6/1/15 |
| 3 | 6/1/15 | 6/30/15 | 7/1/15 |
| 4 | 7/1/15 | 7/31/15 | 8/3/15 |
| 5 | 8/1/15 | 8/31/15 | 9/1/15 |
| 6 | 9/1/15 | 9/30/15 | 10/1/15 |
| 7 | 10/1/15 | 10/31/15 | 11/2/15 |
| 8 | 11/1/15 | 11/30/15 | 12/1/15 |
| 9 | 12/1/15 | 12/31/15 | 1/4/16 |
| 10 | 1/1/16 | 1/31/16 | 2/1/16 |
| 11 | 2/1/16 | 2/29/16 | 3/1/16 |
| 12 | 3/1/16 | 3/31/16 | 4/1/16 |

Non-winning entries will **not** carry forward into subsequent Entry Periods. Sponsor's computer is the official clock of the Sweepstakes.

- 2. ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the fifty (50) U.S. States, the District of Columbia, and Puerto Rico who are eighteen (18) years and older at the time of entry. Employees of Sponsor, Sony Pictures Entertainment, Socially Smitten, Administrator and each of their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Sweepstakes ("Sweepstakes Entities") and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Void where prohibited or restricted by law. By participating in this Sweepstakes, an individual who meets the eligibility requirements, and enters the Sweepstakes, agrees to be bound by these official rules ("Official Rules") and that the decisions of Sponsor shall be final and binding in all matters pertaining to the Sweepstakes. For purposes of the Sweepstakes, an entrant's

residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an entrant must log in to his/her Facebook account (or create one, at no cost, at www.facebook.com), visit <https://www.facebook.com/crackle> ("Website"), click on the Sweepstakes tab, and follow the instructions to register for the Sweepstakes. After registering, an entrant must then view the video provided on the Website and answer a trivia question. After answering the trivia question, an entrant will receive one (1) entry into the Sweepstakes. An entrant may repeat this process to gain up to one (1) entry during each Entry Period.

Entry Limit: An entrant may receive no more than one (1) entry per Entry Period.

By participating in the Sweepstakes, entrant specifically agrees to release Facebook from any and all liability associated with the Sweepstakes. Use of Facebook will be subject to that service provider's privacy policy and terms of use. Facebook's privacy policy and terms of use are available at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms>.

NOTE: If an entrant participates in the Sweepstakes using his or her mobile device, message and data rates may apply. Entrants should consult their wireless provider's pricing plans.

- 4. RANDOM DRAWINGS:** On or around each Drawing Date listed in Section 1, the Administrator will randomly select one (1) potential prize winner (individually, "Winner," and collectively, "Winners") from all eligible entries received during the applicable Entry Period. Each Winner is deemed to be a potential Winner pending verification of his or her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.
- 5. PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):**

Prizes (12): Each Winner will receive one (1) Sony PlayStation 4 console ("Prize"). The ARV of each Prize is \$399. Odds of winning a Prize depend on the number of eligible entries received during each Entry Period.

General prize conditions: Prizes are non-transferable and non-assignable. No substitution, exchange or cash equivalent will be allowed, except at Sponsor's sole discretion. Winners are solely responsible for all costs and expenses associated with the Prize not stated in these Official Rules. If a potential Winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize or does not properly redeem the Prize, the Prize may be forfeited at Sponsor's sole discretion. No more than the stated number of Prizes will be awarded.

Total ARV of available Prizes: \$4,788.

Prize Limit: One (1) Prize per entrant during the entire Sweepstakes Period.

- 6. HOW TO CLAIM A PRIZE:** On or about each Drawing Date, Sponsor's designee will send

the potential Winner an email notification to the email address provided at registration. Potential Winners will be required to respond to the email notification, and provide the information requested, within the time period stated, including his or her valid mailing address (P.O. Boxes will not be accepted). If the potential Winner fails to provide the information requested by the date stated in the Prize notification email, the potential Winner may be disqualified. In the event an email notification is returned as undeliverable, or if a potential Winner does not comply with these Official Rules, he or she will be disqualified at Sponsor's sole discretion. Approximately six (6) to eight (8) weeks after a Winner has been confirmed, Administrator will mail the Prize to the street address provided by Winner. If a Prize is forfeited for any reason, an alternate potential Winner may be randomly selected from all remaining non-winning entries received during the Sweepstakes Period.

General: If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize will not be re-awarded. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again to receive another entry. If for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of Winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and Prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, therefore some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

8. **DISPUTES:** this sweepstakes is governed by, and will be construed in accordance with, the laws of the state of Michigan, and the forum and venue for any dispute shall be in Oakland County, Michigan. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Michigan. All proceedings brought pursuant to this paragraph will

be conducted in Oakland County, Michigan. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the rights and obligations of any entrant and/or sweepstakes entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause.

9. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at: <http://www.crackle.com/outreach/privacy>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, multiple Facebook accounts, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant may be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant will, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a Winner, the winning entry will be declared made by the authorized account holder of the email address associated with the Facebook account used to submit such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes promotional

materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: To obtain a list of Winners, interested individuals should mail a self-addressed, stamped business-sized envelope in an envelope to: Crackle® PlayStation® Giveaway Sweepstakes – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners list requests will only be accepted after March 31, 2016, and must be received by May 15, 2016.

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