## It's A Wonderful Lifetime Sweepstakes brought to you by Balsam Hill Official Rules

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID ANYWHERE OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.
- 2. **Eligibility/Participation:** The It's A Wonderful Lifetime Sweepstakes brought to you by Balsam Hill (the "Sweepstakes") is open to legal residents of the fifty (50) United States (including the District of Columbia), who are at least eighteen (18) years of age, or the age of majority in their jurisdiction of residence, whichever is greater, at the time of Entry (defined below). Employees, their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of A&E Television Networks, LLC ("Sponsor"), and Advantage Sales & Marketing LLC, d/b/a The Sunflower Group ("Administrator"), and Balsam Brands Inc., and their respective affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies (collectively, with Sponsor, the "Sweepstakes Entities") are not eligible to enter the Sweepstakes. By participating in this Sweepstakes, Entrants (defined below) agree to: (a) be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, and by the decisions of Sponsor, which are final in all matters relating to the Sweepstakes; and (b) release and hold harmless each of the Sweepstakes Entities and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action.
- 3. **Sweepstakes Period:** The Sweepstakes commences at 12:00 PM Eastern Time ("<u>ET</u>") on November 6, 2018, and ends at 11:59 AM ET on December 5, 2018 (the "<u>Sweepstakes Period</u>").
- 4. **How To Enter** During the Sweepstakes Period, you may receive one (1) Entry into the Sweepstakes by visiting https://www.mylifetime.com/its-a-wonderful-lifetime-sweepstakes ("Site") and following the on-screen instructions in order to complete and submit the online form, including your name and valid email address ("Entry"). Entries must be received by 11:59 AM ET on December 5, 2018 to be eligible for the Sweepstakes. Limit one (1) Entry per person/email address, per day. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply. The Sponsor's database clock will be the official timekeeping device of the Sweepstakes. In the event of any dispute concerning the identity of any entrant, the relevant Entry will be deemed submitted by the authorized email address account holder of the email address used to enter. Entries generated by script, macro or other automated means and entries by any means which subvert the Entry process are void. Entrants understand that they are providing their information to Sponsor. To participate in this Sweepstakes, each Entrant will be subject to the Sponsor's Terms of Use (https://www.aenetworks.com/terms) and Privacy Policy (http://www.aenetworks.com/privacy). Please read these policies before entering the Sweepstakes.
- 5. **Grand Prize Random Drawing:** On or about one (1) business day after the end of the Sweepstakes Period, Administrator will perform one (1) Grand Prize random drawing (the "<u>Grand Prize Drawing</u>"), from among all eligible Entries received throughout the entire Sweepstakes Period, in order to select one (1) potential Grand Prize winner. The odds of being selected as the potential Grand Prize winner depend upon the total number of eligible Entries received throughout the Sweepstakes Period.
- 6. **Grand Prize/Approximate Retail Value ("ARV")**: There is one (1) Grand Prize available to be awarded in this Sweepstakes. Once confirmed as the official Grand Prize winner, as detailed below, the Grand Prize winner will receive a Sponsor-specified Christmas bundle including: one (1) Sponsor-specified artificial tree, two (2) Sponsor-specified ornament sets, two (2) Sponsor-specified Christmas cheer sets, one (1) Sponsor-specified tree skirt, one (1) Sponsor-specified tree topper, one (1) Sponsor-specified wreath, one (1) Sponsor-specified garland, and one (1) Sponsor-specified LED candle (such items, collectively, the "Grand Prize"). The ARV of the Grand Prize is \$2,210.

- **Prize Winner Notification/Verification:** On or about one (1) business day after the Grand Prize Drawing, Administrator will notify the potential Grand Prize winner via the email address provided on their online Entry form. The potential Grand Prize winner will be required, as a condition of verification and acceptance, to sign and return, within 48 hours of Sponsor's request, an Affidavit of Eligibility and Release of Liability and Publicity Release (where permitted by law) ("Release"). Failure to return the Release within such time period shall result in disqualification without further notification and an alternate potential Grand Prize winner will be selected from among the remaining applicable Entries. By entering, all Entrants and the potential/confirmed Grand Prize winner hereby consent to the use by the Sweepstakes Entities of their Entry and all information contained therein including but not limited to: name, likeness, opinions, images, statements and/or other indicia of persona, and personally identifiable information (collectively "Likeness"), for any and all uses and purposes in any media now known or hereinafter developed throughout the world (including the World Wide Web and onair) without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use. Noncompliance, failure to return any documents within the time specified, failure to respond to notification attempts or returns of any prize/prize notification as undeliverable will result in disqualification and an alternate potential winner will be selected. Grand Prize winner must also complete any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to his or her prize and return them as instructed within the timeframe specified by Sponsor or prize winner may forfeit the prize at Sponsor's sole discretion. All decisions of Sponsor relating to the Sweepstakes are final.
- General Terms: All prize details are at Sponsor's discretion. In no event will Sponsor be responsible for awarding more than the prize detailed herein. No transfer or substitution will be permitted, except at Sponsor's sole discretion, due to prize unavailability for any reason. Administrator will furnish an Internal Revenue Service Form 1099 to the Grand Prize winner for the ARV of the Grand Prize for the tax year in which Grand Prize is accepted. All taxes on the Grand Prize are Grand Prize winner's sole responsibility. Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of the entries in this Sweepstakes. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. Sponsor is not responsible for any typographical or other error in administration of the Sweepstakes, or in the announcement of the Grand Prize winner. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Site or elsewhere as Sponsor sees fit, and the Grand Prize will be awarded via random drawing from among all eligible Entries received up until the time of cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online Entry; (ii) to have tampered with the Entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION 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 INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. ENTRANTS AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED

## INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFICTS OF LAW.

- Limitation of Liability: Entrants agree that the Sweepstakes Entities (a) shall not be responsible or liable for, and hereby release the Sweepstakes Entities from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor and the Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities; or (3) by any other cause, condition or event whatsoever beyond the control of the Sweepstakes Entities. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL THE SWEEPSTAKES ENTITIES, COLLECTIVELY, BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED.
- 10. **Request for the Name of Winner and/or Official Rules:** For the name of the prize winner, available after January 5, 2019, send a self-addressed stamped envelope, to be received by February 5, 2019 to: The It's A Wonderful Lifetime Sweepstakes brought to you by Balsam HillWinner List, c/o Advantage Sales & Marketing LLC, d/b/a The Sunflower Group, 360 Lexington Ave, 19<sup>th</sup> Floor, New York, NY, 10017.
- 11. **Administrator:** Advantage Sales & Marketing LLC, d/b/a The Sunflower Group, 360 Lexington Ave, 19th Floor, New York, NY, 10017
- 12. **Sponsor:** A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017.