DISH "DIY NETWORK POOL KINGS SUMMER GETAWAY" SWEEPSTAKES

OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH DIY Network Pool Kings Summer Getaway Sweepstakes" ("Sweepstakes"). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes. By entering the Sweepstakes, you agree to these Rules.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. AN INTERNET CONNECTION IS REQUIRED FOR ENTRY.

- 1. **Dates:** This Sweepstakes is valid from 6/5/2018, 12:00 AM MT, through 7/3/2018, 11:59 PM MT ("Sweepstakes Period").
- 2. **How To Enter:** To enter, submit an entry through the Dish website (www.Mydish.com/perks/sweepstakes) and follow the "How to Enter" instructions ("Entry"). Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Administrator if you change your email address ("Address"). One entry, per person, per day.
 - Any sort of automated Entry sent via bot is strictly prohibited. Any entrant suspected or found to be submitting automated Entries of any kind will be disqualified.
- 3. **Eligibility:** This Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and D.C. (excluding, without limitation, residents of the States of Florida and New York, Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) and older at the time of entry **and existing DISH customers as of 6/4/2018**. Employees, directors, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of households of DISH Network L.L.C., ("DISH"), Scripps Networks, LLC dba DIY Network ("Scripps") and each of its respective parent companies, subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this sweepstakes (collectively the "Sweepstakes Entities"), are not eligible to enter or be awarded a prize.
- 4. Sponsor: DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112
- 5. Administrator: Digital Lion, 370 Doheny Drive, Suite B, Beverly Hills, CA 90211
- 6. **Winner Selection**: A random drawing will be held by Sponsor on or about 7/10/18 from among all eligible entries received. Decisions of Sponsor are final. Potential Prize Winner will be notified by email or phone at Sponsor's discretion on or about 7/10/2018, and will have seven days to respond. If Potential Prize Winner does not reply within allocated time, does not accept prize, or is found to be ineligible or not in compliance with these Official Rules such prize will be forfeited and may be awarded to an alternate Winner, time permitting. Odds of winning will depend upon the total number of eligible Entries received. Limit one (1) prize per person, per DISH account if applicable.
- 7. **Prizes and Approximate Retail Values ("ARV"):** One (1) Grand Prize: round trip coach class airfare for two (2) to Phoenix, AZ, round trip airport transfers, three (3) night stay at The Fairmont Scottsdale Princess (one double room, including all taxes and fees), daily breakfast for two (2) people, choice of one (1) round of golf for two (2) peoples or one (1) 50-minute massage for two (2) people. ARV: \$4700.

Travel related to the Grand Prize must be round trip. Sponsor will determine airline, flight itinerary and hotel location and accommodations in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier(s) of choice as detailed in the passenger ticket contract. Prize Winner will not receive difference between actual retail value and ARV. Grand Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. All travel must be completed by ________, 2019 and must be arranged with Sponsor a minimum of thirty (30) days in advance, and is subject to availability and Sponsor's approval. If Prize Winner is unable to fulfill Grand Prize during time period, Prize Winner forfeits the Grand Prize in its entirety and an alternate winner may be selected. All travel

dates will be determined by the Sponsor, and once made may not be altered except by Sponsor. Some restrictions may apply. Meals not described above, incidentals, tips, telephone calls, or any other personal expenses incurred during the trip are the responsibility of the Prize Winner. All other expenses not specifically identified as included in the Grand Prize are the sole responsibility of the Prize Winner. Prize Winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Prize Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. If Prize Winner is not legally eligible for travel to the destination(s), the Grand Prize will be forfeited in its entirety and an alternate winner may be selected. Prize Winner and travel companion must travel the same itinerary and on the dates and/or times specified by Sponsor or prize will be forfeited in its entirety. Once the travel companion is selected, he/she may not be substituted, except at the Sponsor's sole discretion. Travel companion of Prize Winner must be at least eighteen (18) years of age or older, unless accompanied by his/her parent or legal guardian, and must sign a Liability and Publicity Release. If potential Prize Winner's travel companion fails to return such documents within date and/or time indicated within such documents, then the potential Prize Winner may forfeit the right to the travel companion.

- 8. **Taxes:** Taxes are the sole responsibility of Prize Winner. All expenses not stated herein are the sole responsibility of Winner. An IRS form #1099 will be issued to the Prize Winner.
- General Rules: Sweepstakes administration, winner selection and prize claim verification and fulfillment will be conducted by Sponsor. By participating in this Sweepstakes, Prize Winner agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator, whose decisions are final. All materials submitted become the sole property of Sponsor and Administrator and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected. Prize Winner must sign and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of prize notification. Noncompliance within this time period will result in disqualification and an alternate will be selected. Travel companions for Grand Prize Winner must sign and return a Publicity/Liability Release prior to travel. In the event a Grand Prize Winner or travel companion is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. Sponsor, Administrator, airline(s), government authorities, hotels and other venues have the right to refuse travel and/or admission to anyone who does not have proper documents/identification or who does not comply with all regulations or comport him/herself properly. There will be no substitution or compensation for a prize or part of a prize forfeited due to Winner or Winner's companion's noncompliance with travel and venues' regulations or any other reason. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Sponsor's control. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, each Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.
- 10. **Severability:** Sweepstakes void where prohibited. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.
- 11. **No Reproduction:** This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Sponsor.
- 12. **Publicity Rights:** Acceptance of a prize constitutes permission to use Prize Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Prize Winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein

shall be deemed to obligate Sponsor to make use of any of the rights granted herein and Prize Winner waives any right to inspect or approve any such use of any and every nature and kind.

- 13. Limitations of Liability: The Sponsor and Administrator are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry materials by Sponsor or Administrator on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the Sweepstakes will be ineligible for any prize and may be prosecuted to the full extent of the law. The Sponsor or Administrator shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. Entrant agrees that any and all disputes. claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Douglas County, Colorado. Any and all claims, judgments and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 14. **Release**: By entering the Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor, Scripps, Administrator and each of their respective parent, subsidiary and affiliated entities as well as the successors, assigns and licensees of each and the respective officers, directors, agents, employees, shareholders, contractors and representative of each (collectively, the "Released Parties"), from any and all liability for any injury, loss, or damage of any kind to persons, including death, and property, whether direct or indirect, which may be due to or arise out of participation in the promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes, or any prize-related travel or activity. Entrants waive all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Further, Winner agrees that the Released Parties are not responsible in any way for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of his/her guests related to any sweepstakes-related activity, including, without limitation, any actions, claims or liabilities related to each guest's use of the prize.
- 15. **Winner Name(s):** The name of the Prize Winner will be posted on or about 7/10/18, at https://www.mydish.com/perks/sweepstakes