

## DISH "SHOP & SAIL WITH EVINE" SWEEPSTAKES

### OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 'Shop & Sail with Evine' 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 10/01/18, 12:00 AM MT, through 10/31/18, 11:59 PM MT ("Sweepstakes Period").
2. **How To Enter:** To enter, submit an entry through Mydish.com/perks/sweepstakes web page 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.

In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the email account used to participate in the Sweepstakes at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is described as the natural person who is assigned an email address by the internet service provider. Creating multiple email accounts in order to exceed the limit on Entries permitted by these Official Rules may result in the disqualification of such entries from such accounts.

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 10/01/2018**. 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 Evine Live Inc. and DISH Network L.L.C., ("DISH") and each of their 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. **Sponsors:** Evine Live Inc., 6740 Shady Oak Road, Eden Prairie, MN 55344
5. **Administrators:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112
6. **Winner Selection:** A random drawing will be held by Sponsors on or about 11/06/18, from among all eligible entries received. Decisions of Sponsors are final. Potential Prize Winner will be notified by email or phone at Sponsors' discretion on or about 11/09/18, and will have 30 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:** trip for Winner and one (1) guest to a four-day, three-night cruise aboard on a unique ocean voyage through the Caribbean on 2/21/19 through 2/25/19 with Rose Tours. Trip will include roundtrip, coach class airfare for two (2) from a major airport near Winner's residence (determined by Administrators in their sole discretion), to Miami, FL, 1-night standard hotel accommodations hotel stay in Miami, transportation between airport and hotel and hotel and cruise ship, swag bag, meals on the cruise. ARV: \$3,250. Winner and guest are responsible for: Any and all costs and expenses not mentioned in the Sweepstakes rules as being included in prize (i.e. gratuities, liquor, phone calls, etc.) **Note:** Ticket reservations must be made in advance and will be arranged by Evine. Winner and travel companion must travel on the same itinerary. Some restrictions may apply. Dates of departure and return are subject to change at Administrators' sole discretion.

8. **Taxes:** All federal, state and local taxes are the sole responsibility of Winner. By entering, you agree that if you are selected and verified as a Winner, you will complete and provide to Evine a signed IRS Form W-9 so that Evine may issue a 1099 to you.
9. **General Rules:** Sweepstakes administration, winner selection and prize claim verification and fulfillment will be conducted by Sponsors. By participating in this Sweepstakes, Prize Winner agrees to be bound by these Official Rules and the decisions of the Sponsors and Administrators, whose decisions are final. All materials submitted become the sole property of Sponsors and Administrators and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate may 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 may be selected. Travel companions for Grand Prize Winner must sign and return a Publicity/Liability Release prior to travel. In the event 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. Sponsors, Administrators, 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's or Winner's companion's non-compliance with travel and venues' regulations or any other reason. Sponsors reserve the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsors' 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 Sponsors' 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 Sponsors who reserve 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 Sponsors.
12. **Publicity Rights:** Acceptance of a prize constitutes permission to use a 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 Sponsors' photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Winner agrees to execute any and all documents requested by Sponsors to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsors to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind.
13. **Limitations of Liability:** The Sponsors and Administrators 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 Sponsors or Administrators 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 Sponsors or Administrators 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-of-pocket 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 accepting the prize, the Winner (including his/her travel companion) acknowledge and accept sole liability for the inherently dangerous nature of and risks of airline travel, hotel stays and travel aboard the cruise ship, including but not limited to the hazards of plane crashes, accidents associated with cruise ship, other accidents, actions of participants and other persons, including criminals and terrorists. Winner acknowledges and agrees that neither Sponsors nor Administrators can control the actions of the airline, cruise ship, any hotel, their employees, independent contractors, vendors, any participant, or any other persons, including criminals and terrorists.

Winner further understands that Sponsors and Administrators cannot assume liability for any injury, damage, death, act of terrorism, loss or delay to person or property due to an act of negligence of or default of any air carrier, cruise ship, hotel, restaurant, company, or person rendering any of the services related to the prize, or due to any act of God. Further, Winner understands that Sponsors and Administrators do not assume responsibility for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdowns, quarantine, government restraints, weather, or other causes beyond their control.

By accepting the prize, Winner (including his/her travel companion) assumes all risks associated with all prize-related travel and activities from beginning through their conclusion, including but not limited to disease, illness, falls, crime, terrorism, weather, the plane crashing or sustaining some other damage, any cruise related accident, action or inaction by others, which could result in losses or damage including but not limited to financial expense, lost work time, minor injuries, major injuries, serious bodily injury, kidnapping, detention or imprisonment by authorities and others, and catastrophic injuries including paralysis and death.

Winner agrees to: (i) follow all instructions from and rules of the airline, cruise ship, and hotel applicable to ensuring Winner's safety and the safety of others; (ii) obtain, maintain and pay for trip/travel and health insurance throughout the time Winner participates in any prize-related travel or activities; and (iii) carry his or her ID and medical information, including health insurance information throughout the time Winner participates in any prize-related travel or activities.

The Winner and his/her travel companion agree to conduct themselves in accordance with all applicable laws and generally accepted social practices in connection with participation in any prize-related activity. Sponsor has the right, in its sole discretion, to disqualify and remove Winner and/or his or her travel companion from any prize-related activity at any time if either one's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsors and Administrators, or otherwise violates the policies of the Sponsors and Administrators. If any activity relating to any prize is cancelled or postponed for any reason, the balance of that prize may be awarded in full satisfaction of the prize awarded.

15. **Winner Name(s):** The name of the Winner will be posted on or about 11/09/18, at <https://www.mydish.com/perks/sweepstakes>