

## DISH "BBC AMERICA DOCTOR WHO" SWEEPSTAKES

### OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 'BBC America Doctor Who' 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 BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN AND A LEGAL RESIDENT OF THE UNITED STATES AS FURTHER DEFINED IN THE "ELIGIBILITY" SECTION BELOW.**

1. **Dates:** This Sweepstakes begins on 9/18/15 at 12:00 AM Mountain Time ("MT") and ends on 11/03/15 at 11:59 PM MT ("Sweepstakes Period").
2. **Eligibility:** This Sweepstakes is open to **existing DISH customers** as of the start date of the Sweepstakes who are legal residents of the forty-eight (48) contiguous United States and D.C. (excluding, without limitation, residents of the States of Alaska and Hawaii, Puerto Rico and other U.S. territories) and are 18 years of age (or age of majority in his or her state) and older at the time of entry. **Existing DISH customers must be in good standing for the duration of the Sweepstakes Period.** The Entrant who is selected as the grand prize winner (the "Grand Prize Winner") must have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the grand prize (the "Grand Prize"). Valid social security numbers will be determined by Internal Revenue Service ("IRS") requirements as further defined in the "Prize Claims" section of these Official Rules. Employees, directors, officers, managers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of households of New Video Channel America, L.L.C., (d/b/a BBC America, National Sweepstakes Company, LLC ("Administrator" 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 the Grand Prize. Sweepstakes is subject to all federal, state and local laws and regulations. Sweepstakes is void in Puerto Rico, Alaska, Hawaii, U.S. territories and outside the forty-eight (48) contiguous United States and the District of Columbia, and where restricted or prohibited by law. Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to this Sweepstakes.
3. **How To Enter:** Visit [www.mydish.com/perks/sweepstakes](http://www.mydish.com/perks/sweepstakes) (the "Website") during the Sweepstakes Period and complete the entry form in its entirety, including your full name, email address, phone number and DISH account number ("Entry"). Upon clicking the "Submit" button, Entrants will receive one (1) Entry into the Sweepstakes. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsors if you change your email address ("Address").

"Entry" shall mean and refer to each Entry. Limit one (1) Entry per day per person, per household and per DISH account if applicable for the Sweepstakes Period. Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different identities, email addresses, telephone numbers, account numbers and/or any other methods will void that Entrant's Entry and that Entrant may be disqualified from the Sweepstakes. Each Entrant must be the rightful owner (or have authorized use) of the Address associated with the Entrant's Entry. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed submitted by the person in whose name the Address (provided via the Entry) is registered (the "Authorized Account Holder"). The Authorized Account Holder is the natural person who is assigned to the Address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning Addresses, or the domain associated with the submitted Address. Potential Grand Prize Winner may be required to show proof of being the Authorized Account Holder. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. The Website's computer is the official timekeeping device for this Sweepstakes. No automated Entry devices and/or programs are permitted. Entries generated by a script, macro or other automated means will be disqualified. Entrants must provide all information requested to be eligible for a chance to win. Incomplete, unreadable, or an unintelligible entry will be disqualified. An Entry will not be returned or acknowledged by the Sponsor.

4. **Sponsors:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112; New Video Channel America, L.L.C. (d/b/a BBC America), 11 Penn Plaza, 2<sup>nd</sup> Floor, New York, NY 10001.
5. **Administrator:** National Sweepstakes Company, LLC, 80 Rockwood Place, Rochester, NY 14610.
6. **Winning/Notification:** A random drawing will be held by Sponsors on or about 11/06/15. For the drawing, one (1) Grand Prize Winner will be selected from among all eligible Entries received during the Sweepstakes Period. Odds of being selected as the Grand Prize Winner will depend upon the total number of eligible Entries received during the Sweepstakes Period. Decisions of Sponsors are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. Potential Grand Prize Winner will be notified by phone at Sponsors' discretion on or about 11/09/15. Sponsor will make two (2) attempts to reach the potential Grand Prize Winner by phone. Messages will not be left on voicemail or answering machines. If a potential Grand Prize Winner cannot be reached after two (2) attempts have been made, or, if he/she does not accept Grand Prize, or is found to be ineligible or not in compliance with these Official Rules, the selected potential Grand Prize Winner forfeits his/her right to the Grand Prize (without compensation of any kind) and an alternate potential Grand Prize Winner will be selected from among all remaining non-winning eligible Entries received during the Sweepstakes Period.
7. **Prize Claim:** Except where prohibited, the potential Grand Prize Winner must sign and return within five (5) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release Form (the "Release"), and an IRS Form W-9 (collectively, the "Required Documents") in order to claim the Grand Prize. In addition, the guest will be required to complete and sign a Travel Companion waiver (the "Waiver"), which must be returned along with the Required Documents. If the potential Grand Prize Winner fails to return the Required Documents/Travel Waiver(s) within five (5) days of receiving them, the potential Grand Prize Winner automatically forfeits his/her right to the Grand Prize (without compensation of any kind) and another potential Grand Prize Winner will be selected at random from among all remaining non-winning eligible Entries received during the Sweepstakes Period. **The potential Grand Prize Winner's receipt of the Grand Prize will be reported as income to the IRS. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Grand Prize, the potential Grand Prize Winner will be disqualified and another Grand Prize Winner selected at random from among all remaining non-winning eligible Entries received during the Sweepstakes Period. Valid social security numbers will be determined by IRS requirements.**
8. **Grand Prize and Approximate Retail Values ("ARV"):** One (1) Grand Prize of a trip for Grand Prize Winner and one guest to London, England will be awarded. Grand Prize will include: i) roundtrip, coach class airfare for Grand Prize Winner and guest from a major airport nearest Grand Prize Winner's residence (determined by Administrator in its sole discretion), to London, England; ii) five (5)-night hotel accommodations in a 4-star London hotel; iii) two (2) tickets to the Doctor Who Experience in Cardiff; iv) Grand Prize Winner's choice of one (1) additional activity (options to be determined by Administrator); v) one (1) adult merchandise packet, and vi) \$500 spending money for ground transportation to Cardiff, or other personal expenses. **ARV: \$6,080.** Entry to the Doctor Who Experience is subject to the venue's ticket terms and conditions, entrance times and availability. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Grand Prize Winner's guest must be 16 years of age or older. If the guest is considered a minor in his/her state of residence, then the Grand Prize Winner must be the parent or legal guardian of the guest. Grand Prize Winner and guest are responsible for all applicable travel documents. Specific travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. **Trip must be completed before November 3, 2016 or Grand Prize will be forfeited.** Reservations are subject to availability. Trip must be booked at least sixty (60) days prior to intended departure date. Travel dates are subject to Administrator and Sponsor approval. ARV of Grand Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations. Any difference between the stated ARV and final ARV of Grand Prize will not be awarded. Grand Prize consists only of the elements expressly set forth herein; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, other personal expenses, etc.) are included in the Grand Prize and all such expenses are the sole responsibility of the Grand Prize Winner. Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, baggage fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through the Administrator. Depictions of any part of the Grand Prize in any advertising or promotional materials may not reflect the actual Grand Prize awarded to the Grand Prize Winner. Grand Prize Winner cannot assign or transfer the Grand Prize to another person. No prize substitution or cash alternative allowed except at the sole discretion of the Administrator and Sponsor, who reserves the right to

substitute the Grand Prize (or any portion thereof) with a prize of comparable or greater value, in their sole discretion.

9. **Taxes:** Taxes are the sole responsibility of the Grand Prize Winner. All expenses not stated herein are the sole responsibility of Grand Prize Winner. An IRS form #1099 will be issued to the Grand Prize Winner.
10. **General Rules:** Sweepstakes administration, winner selection and prize claim verification will be conducted by Sponsors. Grand Prize fulfillment will be conducted by the Administrator. By participating in this Sweepstakes, Entrants and Grand Prize Winner agree to be bound by these Official Rules and the decisions of the Sponsors and Administrator, whose decisions are final. All materials submitted become the sole property of Sponsors and Administrator and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate Grand Prize Winner will be selected from among the remaining non-winning eligible Entries received during the Sweepstakes Period. In the event a guest 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, 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 the Grand Prize or part of the Grand Prize forfeited due to Grand Prize Winner's or Grand Prize Winner's guest'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, an Entrant 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 the Grand Prize. By accepting the Grand Prize, Grand Prize Winner waives the right to 1) assert as a cost of winning the Grand 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 Grand Prize (including any travel related thereto). The right to receive the Grand 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 the Grand Prize (or any portion thereof) for equal or greater value in case of unavailability of the Grand Prize or force majeure. **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 Sweepstakes may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Sponsors.
12. **Publicity Rights:** Except where prohibited, acceptance of the Grand Prize constitutes permission to use the Grand 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 Sponsors' photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Grand Prize 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 Grand Prize 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 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 or failure to receive Entry materials by Sponsors or Administrator on account of technical problems or traffic congestion on the Internet or at the Website or any combination thereof. Any person attempting to damage the 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 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 Monroe County, New York. 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.

14. **Release:** By entering the Sweepstakes, Entrants agree to release, discharge and hold harmless Sponsors, 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 Sweepstakes or any portion thereof, or the acceptance, use/misuse or possession of the Grand Prize, 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.
15. **Winner Name(s):** The name of the Grand Prize Winner will be posted on or about 12/07/15 at the Website.