

# "HEROES SEASON 2 DVD SWEEPSTAKES" OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The "HEROES SEASON 2 DVD SWEEPSTAKES" ("Sweepstakes") starts at 12:00 noon (PDT) on 8/12/08 and ends at 11:59 pm (PDT) on 9/12/08 ("Entry Period"). The sponsor of this Sweepstakes is Universal Studios Home Entertainment LLC, 100 Universal City Plaza, Universal City, CA 91608 ("Sponsor"). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, THIRTEEN (13) YEARS OF AGE OR OLDER AS OF ENTRY DATE. Employees and their immediate families (spouse, child, siblings, parents, grandparents) of Sponsor, West Coast Marketing, a division of The Susquehanna Hat Company ("West Coast Marketing"), their respective affiliates, subsidiaries, parent companies and agencies (collectively, the "Promotion Parties") and those living in the household of same are not eligible to enter or win. A prize won by a minor will be awarded in the name of said minor's parent or legal guardian. All U.S. Federal, state and local rules and regulations apply. Void in Puerto Rico, all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Rules.

**HOW TO ENTER:** Beginning at 12:00 noon (PDT) on 8/12/08 you may enter via the Internet by logging onto <http://www.heroesthedvd.com/sweeps> (the "Entry Site") and completing the online entry form; providing your name, address, telephone number, age and (if applicable) e-mail address ("Online Entry"). ALL ONLINE ENTRIES ON THE ENTRY SITE MUST BE RECEIVED BY 11:59 PM (PDT) ON 9/12/08.

**ONLY ONE (1) ENTRY PER PERSON, HOUSEHOLD AND/OR EMAIL ADDRESS WILL BE ACCEPTED FOR THIS SWEEPSTAKES.**

The Promotion Parties, prize suppliers, and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of entering information at the Entry Site is not considered proof of delivery or receipt. Illegible, incomplete, duplicate and mechanically reproduced entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, United States. By entering the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of Los Angeles County in the State of California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. The information obtained via the entry will be used by Sponsor and its affiliates for marketing purposes. Sponsor and its affiliates would like to use this

information to contact you either by mail or email with updates about special promotions or offers. If you prefer not to receive updates do not check the appropriate box online. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with the Sponsor's Online Privacy Policy, which can be accessed at the Entry Site.

**WINNER SELECTION:** Winners will be selected in a random drawing from among all eligible entries on or about 9/17/08 by West Coast Marketing, an independent judging organization, whose decisions are and shall be final and binding in all matters relating to this Sweepstakes. ALL WINNERS will be notified within sixty (60) days of drawing date with the delivery of their prize via mail or other delivery service selected by Sponsor or its agent. If a prize notification or prize is returned as undeliverable for any reason, the prize may be awarded to an alternate winner at Sponsor's sole discretion. Prizes are not transferable, assignable, or redeemable for cash. No substitution for a prize by a winner will be allowed. If necessary, due to unavailability of a prize or parts thereof for any reason, a prize of comparable value will be awarded at the sole discretion of the Sponsor. Acceptance of a prize constitutes permission (except where prohibited by law) for the Sponsor and its designee(s) to use the winner's name, likeness, biography, statements, photograph(s) and any other similar materials for marketing, promotional and publicity purposes without additional compensation or any limitation and without prior approval. All Federal, state and local tax liabilities, if any are the responsibility of the winner.

**PRIZE:** GRAND PRIZE (three [3] will be awarded): Each Grand Prize consists of one (1) autographed "Heroes Season 2" DVD (note: specific autograph(s) of cast and/or production crew at sole discretion of Sponsor), one (1) Heroes Hoodie, one (1) Heroes Villains t-shirts, one (1) Heroes Original Soundtrack, and one (1) 2009 Special edition calendar. The approximate retail value ("ARV") of each Grand Prize is \$129.00.

**FIRST PRIZE** (ten [10] will be awarded): Each First Prize consists of one (1) "Heroes Season 2" DVD, and one (1) 2009 Special edition calendar. The ARV of each First Prize is \$41.00.

**SECOND PRIZE** (ten [10] will be awarded): Each Second Prize consists of one (1) "Heroes Season 2" DVD. The ARV of each First Prize is \$30.00.

The total ARV of all prizes to be awarded in this Sweepstakes is \$1,097.00.

Prizes will only be shipped to addresses in the fifty (50) United States or the District of Columbia.

The odds of winning a prize are determined by the total number of eligible entries received.

**LIMITATIONS ON LIABILITY:** Releasees shall not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, 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 any other cause beyond Releasees' sole control.

**GENERAL:** Entrants release and waive any claims they may have against Releasees for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of any prize or element thereof, or participation or inability to participate in this Sweepstakes.

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs,

tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award the prizes from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If a dispute arises about who submitted an entry on the Entry Site, the entry will be deemed submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.

NOTE: Internet entry must be made by the entrant only at the Entry Site. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device or software to automate the entry process is prohibited.

**WINNERS LIST:** For an Official Winners List (available after 10/20/08), or a copy of these Official Rules, send a self-addressed, stamped envelope to: "HEROES SEASON 2 DVD SWEEPSTAKES" (*please specify Official Winners' List or Official Rules*) PO Box 56436, Sherman Oaks, CA, 91413. Residents of VT may omit return postage on Official Rules requests. Official Rules are also available during the Entry Period at the Entry Site.

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