

## **Viki 1 Billion Words Sub-a-Thon Sweepstakes Official Rules**

**No Purchase Necessary. A purchase will not increase your chances of winning.**

- 1. ELIGIBILITY.** The Viki Sweepstakes (“Sweepstakes”) is open to residents of the 50 United States who are lawful U.S. residents and are 18 years of age or older at the start of the Sweepstakes, and who are members in good standing of Viki any time during the Sweepstakes Period, as defined below (“Entrants”). Sweepstakes is sponsored by Viki Inc. 160 Spear Street, 4<sup>th</sup> Floor. San Francisco, CA 94107 (“Sponsor”). Employees of Sponsor, its parent Rakuten Group, its subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Sweepstakes and their immediate families are ineligible to participate in this Sweepstakes. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law.
- 2. SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:01 a.m. Pacific Daylight Time (“PDT”) on October 3, 2015 and ends at 11:59 p.m. PST on October 12, 2015 (the “Sweepstakes Period”).
- 3. HOW TO ENTER. Text entries only. Only one (1) entry per natural person during the Sweepstakes Period.** To enter, you must be logged in to your Viki account. Once logged in, contribute a segment or subtitle, as outlined in these instructions [<http://blog.viki.com>]. You must contribute at least one segment or subtitle. Your entries are public and subject to Sponsor’s Privacy Policy. One entry per person during the Sweepstakes Period. Additional contributions will not increase your chances of winning, but may earn you a digital badge, as defined in Section 4 of these Official Rules.

All entries must be received by 11:59 p.m. PDT on October 12, 2015 according to Sponsor’s server clock. Entries received before 11:59 p.m. PDT on October 5, 2015 will be eligible for the “First Early Bird” drawing. Entries received before 11:69 pm on October 9, 2015, will be eligible for the “Second Early Bird” drawing. No hand or postal mail deliveries will be accepted. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. Persons discovered entering under several names will be disqualified. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Entries generated by a script, macro or other automated means will be disqualified. In the event of a dispute as to the identity of a Sweepstakes Entrant, the Entrant will be deemed to be the person in whose name the mobile phone account was opened. 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.

4. Any entrants who, during the Sweepstakes Period contribute 50 or more segments or subtitles, will be awarded a special profile badge to display proudly on his or her profile page.
5. **ODDS.** Odds of winning a prize depend on the number of eligible entries received.
6. **SELECTION AND NOTIFICATION OF SELECTED ENTRANT.** There will be two Early Bird drawings and one Grand Prize drawing. Each qualified entry will be entered into a random drawing by a representative of Sponsor from among all eligible entries received during the Sweepstakes Period.

The “First Early Bird” drawing will be held on or about October 5, 2015 to determine two (2) potential winners ( each a “Selected Entrant”). The “Second Early Bird” drawing will be held on or about October 10, 2015 to determine two (2) Selected Entrants. The Grand Prize drawing will be held on or about October 12, 2015 to determine one (1) Selected Entrant. Each Selected Entrant will be notified by email using the information provided to Sponsor (“Notification”). Notification will occur 7-14 days after selection. The Selected Entrant will be required to respond (as directed) within seventy two (72) hours of attempted Notification of the email address. Selected Entrant’s failure to respond timely to the Notification may result in forfeiture of the Prize, and in such case, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries, up to three (3) times. The Selected Entrant may be sent a declaration of eligibility / liability / publicity release (“Release”). Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s)). Selected Entrants may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, the Selected Entrant will be required to complete and return the Release within the time period specified therein. The Prize may be forfeited, and in such case, an alternate Selected Entrant may be randomly selected from among the remaining eligible entries if the Selected Entrant (up to three (3) times): (i) cannot be reached; (ii) does not respond to the Notification in a timely manner as required pursuant to these Official Rules; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the Prize for any reason. Non-compliance with these Official Rules may result in disqualification and selection of an alternate Selected Entrant. Sponsor may not make multiple attempts to contact Selected Entrants.

7. **PRIZE.**  
**FIRST EARLY BIRD PRIZES:** If eligible under these Rules, two (2) Selected Entrant will be awarded a Roku media player. Approximate Retail Value (“ARV”) of each prize: \$97.95

SECOND EARLY BIRD PRIZES: If eligible under these Rules, two (2) Selected Entrant will be awarded a Roku media player. ARV of each prize: \$97.95.

GRAND PRIZE: If eligible under these Rules, two (2) Selected Entrant will be awarded a Apple MacBook Air 11" computer. ARV: \$836.00 Total retail value of all prizes: \$1227.80.

Prize is limited to what is outlined in these official rules. Selected Entrant is not entitled to surplus between actual and approximate value of prize. No substitution or transfer of prize allowed, except by Sponsor. Prize will be shipped to winner only within the U.S. Winner responsible for all taxes associated with any prize. Prize will be mailed to recipient pursuant to completion of all relevant documentation and verification.

8. **CONDITIONS.** All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant and Selected Entrants may be issued an IRS Form 1099 for the ARV of any awarded prize. Except where prohibited by law, the Selected Entrant's entry and acceptance of the Prize constitutes permission for Sponsor to use said Selected Entrant's photograph, likeness, statements, biographical information, voice, name and city and state address for promotional or advertising purposes in connection with these Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. This Sweepstakes is subject to all applicable federal, state and local laws of the United States. By participating, Selected Entrants agree to be fully and unconditionally bound by these Official Rules and Sponsor's decisions and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Selected Entrants also agree to release, discharge, indemnify and hold harmless Sponsor, and its officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules, and reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Sponsor shall not be liable for: (i) late, lost, delayed, void, corrupted, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical

malfunctions, bugs, lost connections, disconnections, delays or transmission errors Sweepstakes Entrants may encounter when submitting their entry; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Caution: any attempt to deliberately damage or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

9. **DISPUTES.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. By entering, you consent to jurisdiction in the federal and state courts of California for the resolution of any and all disputes.
10. **GENERAL CONDITIONS.** By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to action taken. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prizes will not be awarded.
11. **PRIVACY.** Phone numbers collected will be used to receive a sweepstakes entry only and will be discarded. Entrants will not be contacted by email only. Email addresses may be stored and Entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses commercially reasonable efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at [<https://www.viki.com/privacy>] for important

information regarding the collection, use and disclosure of personal information by Sponsor.

- 12. PUBLICITY.** Except where prohibited by law, the Selected Entrant's acceptance of the Prize constitutes permission for Sponsor to use said Selected Entrant's full name, social media handles, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, including without limitation on Sponsor and its affiliates' program(s), website(s) and social media page(s).
- 13. WINNER'S LIST AND SWEEPSTAKES RULES.** To obtain a copy of these Official Rules or a winner's list within 90 days of the end of the Sweepstakes Period, send a request via email to [1billionwords@viki.com].

© 2015 Viki Inc. All rights reserved.