

The Weather Channel NEW weather.com Sweepstakes  
**Official Rules**

July 15, 2010 – August 20, 2010

**PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Void where prohibited. The Weather Channel NEW weather.com Sweepstakes (“Sweepstakes”) will begin on July 15, 2010, at 12:00:01 am ET and end on August 20, 2010 at 11:59:59 pm ET (“Sweepstakes Period”). This Sweepstakes will be run in conjunction with the Weather Watch kit scheduled to deliver nationally between July 15, 2010, and August 20, 2010. All times in the Sweepstakes refer to Eastern Time (“ET”). Odds of winning depend upon number of eligible entries received during the Sweepstakes Period. Sweepstakes is subject to all applicable federal, state and local laws.**

**ELIGIBILITY:** Open only to permanent, legal U.S. residents physically residing in one (1) of the fifty (50) States or the District of Columbia, who are eighteen (18) years of age or older and of the age of majority in their state of residence and online and/or interactive media buyers, planners, advertisers, agencies or others engaged in the business of purchasing digital advertising and have received a Weather Watch kit (or have been referred by a recipient of a Weather Watch kit). Entrants must also have either a valid social security number and/or a valid U.S. personal tax identification number to be eligible. Officers, directors and employees of Sweepstakes Entities (as defined below), members of these persons’ immediate families (spouses, parents, children, and siblings, and their spouses regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include The Weather Channel, Inc., 300 Interstate North Parkway SE, Atlanta, GA 30339 and NBC Universal, Inc., 30 Rockefeller Plaza, New York, NY 10112 (collectively, the “Sponsors”) and their respective parent, subsidiary and affiliate companies and administrative, advertising and promotion agencies and any other entity involved in the development, administration, promotion or implementation of the Sweepstakes.

**TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, visit [www.twcmediakit.com/weatherwatch](http://www.twcmediakit.com/weatherwatch) (“Website”), enter the entry code [found on the kit] to access the Sweepstakes site and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, address, telephone number, email address, date of birth, company and title. All entries become the property of Sponsors, and will not be acknowledged.

Entries must be received before August 20, 2010 11:59:59 pm ET to be eligible for the Sweepstakes. Sponsors’ computer shall be the official timekeeper for all matters related to this Sweepstakes. You may enter one (1) time per day during the Sweepstakes Period. Multiple entries received from any person or email address beyond this limit will void all such additional entries. For the purpose of this Sweepstakes a day will begin at 12:00:01 am ET and end at 11:59:59 pm ET. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted or unintelligible for any reason are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**PRIVACY:** Any personal information supplied by entrants to Sponsors will be subject to Sponsor’s respective Privacy Policies posted at <http://www.weather.com/common/home/privacy.html>. Except where prohibited by law, Entry constitutes permission to use entrant's name, city, state, likeness, image and/or voice for purposes of advertising, promotion and publicity without additional compensation.

**WINNER SELECTION AND NOTIFICATION:** On or about August 24, 2010 one (1) potential winner (“Winner”) will be selected in a random drawing by representatives of Sponsors from all eligible entries received during the Sweepstakes Period. Sponsors will make two (2) attempts to notify potential Winner at the phone number and/or email address submitted at the time of entry. Potential Winner will be required to execute and return an Affidavit of Eligibility, Liability Release, Publicity Release (where legal) an IRS Form W-9 and any other documentation that Sponsors may require (collectively, “Sweepstakes Documents”) within seven (7) days after receipt of those documents by a potential Winner or the potential Winner may be disqualified and an alternate potential Winner may be selected in a random drawing from the remaining eligible entries at Sponsor’s sole discretion. By returning the completed Sweepstakes Documents, the potential Winner attests to the authenticity of his/her entry. If a potential Winner cannot be reached, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules and/or if his/her prize notification or prize correspondence is returned as undeliverable, such potential Winner will be disqualified and an alternate potential Winner may be selected in a random drawing from the remaining eligible entries at Sponsors’ sole discretion. Prize notifications and Sweepstakes Documents will only be shipped to addresses in the fifty (50) U.S. States or the District of Columbia.

**PRIZES:** One (1) prize (“Prize”) will be awarded to Winner, consisting of the following: one (1) five thousand dollar (\$5,000) gift certificate for a retail watch provider as selected by Sponsors' in their sole discretion. Estimated Retail Value (“ERV”) of the prize is five thousand dollars (\$5,000).

No substitution, transfer, or cash equivalent will be awarded in lieu of Prize, except that Sponsors, at their sole discretion, reserve the right to substitute the Prize (or portion thereof) of comparable or greater value for any reason. Gift certificates are subject to certain terms and conditions as specified by issuer. Sponsors are not responsible for any damage during transport or delays in the delivery of a Prize. Each Winner bears the risk of damage to his/her Prize after delivery. Each Winner is solely responsible for any costs/expenses not specifically mentioned in these Official Rules as being included in the Prize. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prizes are the sole responsibility of Winners. Winner agrees that Sponsors have neither made nor are responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including, but not limited to, the quality, condition or fitness, except that the Prize may include a manufacturer limited warranty. Winner will receive an IRS Form 1099 for the total ERV of his/her Prize. If a Winner is deemed a minor, his/her Prize will be awarded in the name of his/her legal guardian.

**CONDITIONS:** By entering the Sweepstakes, each entrant agrees for entrant and for entrant’s heirs, executors and administrators: (a) to release and hold harmless Sweepstakes Entities and their respective officers, directors, employees, shareholders, representatives and agents (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Sweepstakes and/or his/her acceptance, possession, use, misuse or inability to use the Prize; (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied,

in fact or in law, relative to Prize, including express warranties provided exclusively by the Prize suppliers that are sent along with Prizes; (c) if selected as a Winner, to the posting of such entrant's name on the Website and the use by Released Parties of such name, and the Winner's voice, image and/or likeness for publicity, promotional and advertising purposes in any and all media now or hereafter known throughout the world in perpetuity without additional compensation, notification, permission or approval and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error herein or in the Sweepstakes itself, and to be bound by all actions of the Sponsors, whose decisions are binding and final on all matters related to this Sweepstakes. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to terminate the Sweepstakes or permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. Sponsors reserve the right to cancel, suspend, or modify the Sweepstakes should any computer virus, malfunction, or other cause beyond their control corrupt the administration, security, or proper operation thereof. In the event of such cancellation, suspension or modification, Prize may be awarded in a random drawing from among all eligible, non-suspect entries received prior to the event requiring cancellation, suspension or modification. Notice of cancellation, suspension or modification will be posted on the Website. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities (excepting compliance with applicable codes and regulations) or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's property relating to or resulting from entering the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, mobile telephone service or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional, marketing or prize notification or fulfillment materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, postage due or returned. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten or harass any other entrant, Sponsors or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

**DISPUTES:** The Sweepstakes is governed by, and will be construed in accordance with, the laws of the State of New York, and the forum and venue for any dispute shall be in New York, New York. If THE controversy or claim is not otherwise resolved through direct discussions or mediation, it shall THEN be resolved by FINAL AND binding arbitration administered by JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in new york. All proceedings brought pursuant to this paragraph will be conducted in the County of new york. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**RULES/WINNERS LIST:** For the name of the Winner, available after August 30, 2010, send a self-addressed, stamped envelope to be received by September 15, 2010 to: Weather Watch "WINNERS LIST" P. O. Box 133, Trenton IL 62293.

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