



## RCN Royal Treatment Sweepstakes

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF RCN SERVICE DELIVERY AREAS LOCATED IN AND AROUND WASHINGTON, DC, CHICAGO, IL, BOSTON, MA, LEHIGH VALLEY, PA, AND PHILADELPHIA, PA, 18 YEARS OF AGE OR OLDER. INTERNET ACCESS IS REQUIRED FOR ENTRY.**

**I. SWEEPSTAKES PERIOD:** The RCN Royal Treatment Sweepstakes (the “Sweepstakes”) begins at 09:00 a.m. Eastern Time (“ET”) on September 26, 2016 and ends at 06:00 p.m. ET on October 24, 2016 (the “Entry Period”). The sweepstakes is managed by RCN Telecom Services LLC, 650 College Rd. East, Suite 3100, Princeton, NJ 08540 (“RCN” or the “Administrator”) and sponsored by Ovation LLC, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405 (the “Sponsor” and “Prize Supplier”, collectively, and together with the Administrator, “The Released Parties”). The official clock for purposes of the Sweepstakes is the computer of the Administrator.

**II. ELIGIBILITY:** The Sweepstakes is open solely to all legal United States residents of RCN service delivery areas located in and around Washington, DC, Chicago, IL, Boston, MA, Lehigh Valley, PA, and Philadelphia, PA. Participants must be at least eighteen (18) years old as of the date of entry. There will be two (2) Grand Prizes available to be awarded—ONE (1) Grand Prize winner will be a legal resident of one of RCN service delivery areas located in and around Washington, DC, Chicago, IL, Boston, MA, (“Prize #1 Residency Eligibility Requirement”), and ONE (1) Winner will be a legal resident of RCN’s service delivery area located in and around Lehigh Valley, PA, and Philadelphia, PA (“Prize #2 Residency Eligibility Requirement”). RCN employees and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of RCN employees, are not eligible to enter or win. Officers, directors, representatives and employees of the Sponsor, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies, and persons engaged in the development, production or distribution of materials for this Sweepstakes, and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation 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 the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void in Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.**

**III. HOW TO ENTER THE SWEEPSTAKES:** An individual will be deemed a participant (“Participant”) in the Sweepstakes if he/she are eligible and enter the Sweepstakes by fully completing and submitting an entry form located at [www.rcn.com/versailles](http://www.rcn.com/versailles) (the “Website”). Each Participant will need to provide the following information to be entered into the Sweepstakes: first and last name, mailing address, email address, and phone number. By submitting an entry, each Participant certifies they have read and agree with these Official Rules. Each eligible Participant that submits a fully completed entry form will receive one (1) entry. Entries must be received between September 26, 2016 and October 24, 2016.

Limit one (1) entry per person during the Entry Period. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Participant only at the Website. Entries made by any other individual or any entity, and/or originating at any other website, 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 automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. The Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right, in its sole discretion, to void any and all entries of a Participant that submits more than the stated maximum limit of entries by using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**IV. PERSONAL INFORMATION / OPT-IN:** By entering the Sweepstakes, you consent for the Released Parties to obtain, use, and transfer your name, address and other information (“Personal Information”) for the purpose of administering this Sweepstakes and such Personal Information will be kept by the Released Parties for marketing purposes in accordance with their privacy policies ([www.ovationtv.com/privacy-policy](http://www.ovationtv.com/privacy-policy) and [www.rcn.com/privacy-policy](http://www.rcn.com/privacy-policy)), as posted on the respected websites. The information that you provide in connection with the entry process will be used by the Released Parties only, and will not be sold or provided to another company.

**V. LIMITATIONS OF LIABILITY:** If for any reason this Sweepstakes is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes (or any part thereof), the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes, in whole or in part, at any time, without notice and award the prize(s) using all non-suspect eligible entries received as of or after (if applicable)

this termination or suspension date. Released Parties assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Administrator on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**VI. GRAND PRIZE:** There will be two (2) Grand Prizes available to be awarded—ONE (1) Grand Prize winner will be a legal resident of one of RCN service delivery areas located in and around Washington, DC, Chicago, IL, Boston, MA, and ONE (1) Grand Prize winner will be a legal resident of RCN's service delivery area located in and around Lehigh Valley, PA, and Philadelphia, PA. Each Grand Prize winner (individually, a "Prize Winner") will have the option of choosing one of the following two choices as his/her prize: A) a five (5) day/four (4) night trip for two (2) to Paris (France) ("Trip"), or B) \$10,000 cash (to be awarded as a check). The Trip package includes: 1) round-trip coach airfare for two (2) from the major commercial airport nearest the winner's home (determined by Sponsor in its sole discretion) to designated airport nearest Paris, France, 2) Hotel accommodations for four (4) nights for two (2) people in a (double-occupancy) room, 3) Round trip airport transfers to hotel in Paris, 4) One (1) day trip for two people to Versailles with guide and transportation (includes gratuities), 5) Daily breakfast for two (2) at the hotel, and 6) one (1) dinner for two (2) at a local restaurant in the Paris. The Trip must be booked by March 30, 2017 and completed by July 30, 2017 or the Trip will be forfeited and no compensation will be awarded. The Approximate Retail Value ("ARV) of the Trip is \$10,000. Travel details will be provided and determined by Sponsor, in its sole discretion, at the time of winner selection. The travel guest of the Prize Winner must be at least the age of majority in his/her state of residence

unless the Sponsor, in its sole discretion, waives this requirement. Travel and accommodations are subject to capacity controls, availability, limitations, and other restrictions, all of which are subject to change at Sponsor's sole discretion. Trip package fulfillment for the Prize Winner, which may include specific dates, will be coordinated and determined by Sponsor (or its designee); all accommodations and airfare are SUBJECT TO AVAILABILITY. Travel may not occur during resort or airline blackout periods. Once travel is booked, no change, extension or substitution of trip dates is permitted, except by Sponsor at its sole discretion. The Released Parties shall have no responsibility or liability for cancellations and/or delays or any change by the air carrier(s), lodging facilities, or other company or any other persons providing any of components of the prizes for the Prize Winner and his/her guest due to reasons beyond the Released Parties' control. Prize Winner must provide transportation for themselves and his/her travel guest to and from departure airport. It is the responsibility of the Prize Winner and his/her travel guest to arrive at the departure airport in time for their flights, with proper government-issued travel documentation and proper identification. Certain travel and security restrictions may apply and it is the responsibility of the Prize Winner and travel guest to comply with all applicable travel, security and other laws, regulations, airline passenger and accommodation rules. It is the responsibility of the Prize Winner and his/her guest to check with their respective health care provider to see if any special medicine or immunizations are recommended for the selected trip and to make all necessary arrangements to comply with the recommendations. The Prize Winner and his/her guest will be solely responsible for all other expenses while redeeming the selected trip package not specifically set forth herein including but not limited to: airline charges, passport/visa, travel insurance, ground transportation in and around destination location, meals, beverages, taxes, gratuities, merchandise, souvenirs, hotel services, telephone charges, tips/gratuities, side trips and excursions, and any other incidentals. Prize Winner and his/her travel guest must execute liability/publicity releases prior to issuance of travel documents. Prize Winner and his/her travel guest may be subject to background verification by the Sponsor. In the event that any prize component of the selected trip package is not available, cancelled or rescheduled for any reason, then the remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. The Grand Prize awarded consisting of products/services for two (2) people require that the Prize Winner and his/her travel guest redeem the Grand Prize together. If the Grand Prize winner chooses to take the Trip without a guest, then the remaining elements of the Prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. Sponsor will not replace any of the prize component documents that are lost, mutilated, or stolen. Any difference between stated ARV and actual value of the selected Grand Prize will not be awarded. The total Grand Prize value is \$10,000.

**VII. GRAND PRIZE WINNER SELECTION:** The Grand Prize winners will be selected from among all eligible entries received during the Entry Period by the Administrator, at its sole discretion. Each Prize Winner will be contacted by telephone and/or e-mail. Upon initial notification and verification of the Prize Winner, confirmation will be sent to respective Prize Winner via e-mail, or other home delivery service of Sponsor's choice.

**VIII. PRIZE TERMS AND CONDITIONS:** The Prize Winner is required to comply with all applicable federal, state and local laws, rules and regulations. The Prize Winner will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release and W9 form (collectively, the "Prize Acceptance Release"), and provide verification of age, and return the documents within ten (10) days of the date the documents were sent. Grand Prize winner travel guest must complete and sign a Travel Companion Waiver, and provide verification of age, and submit within ten (10) days of Grand Prize winner document sent date. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. To claim a prize, you will be required to provide your correct full-name, mailing address, date of birth, telephone number, and e-mail address. The Prize Acceptance Release is subject to verification by Sponsor and all potential winners are subject to verification before any prize will be awarded.

The Released Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prize is awarded without warranty of any kind either expressed or implied. A prize may not be sold, traded, or commissioned, and is not exchangeable or transferable except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize with another prize of equal or greater value. The Administrator is not the supplier or guarantor of any prize. Prizes may be fulfilled by a third party. The Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes.

Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The stated "ARV" of the prize is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of the prize awarded to a winner may be reported for tax purposes as required by law. For tax reporting purposes, Prize Winner will receive a prize with an ARV of \$600 or higher will be required to provide a completed IRS Form W-9 with a valid social security number before the prize will be awarded. An IRS Form 1099 will be issued in the name of the Prize Winner for the total ARV of the respective prize, as stated above, for the calendar year the prize was won.

The winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

**IX. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Sweepstakes is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to terminate, suspend, postpone, delay or modify the Sweepstakes, in whole or in part, including, but not limited to, any occurrences described in Rule section V above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Sweepstakes. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor.-

**X. RELEASES:** All Participants, as a condition of participation in this Sweepstakes, agree to indemnify, irrevocably release and hold harmless the Released Parties, and their designees and assigns and all of their respective officers, directors, employees, representatives and agents, from and against 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 for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) submitting their entry to the Sponsor server; (b) participating in any aspect of the Sweepstakes, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Sweepstakes-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses, Trojan horses, mal-ware or any downloading or other problems with the Sweepstakes Application, or; (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. Participants further acknowledge that the Released Parties makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. The prize winner bears all risk of loss or damage to his/her respective prize immediately upon receipt.

**XI. GOVERNING LAW/DISPUTES:** By participating, Participants agree to be bound by the Official Rules, Website Terms of Use (if any and if applicable to Participant's method of participating), and the decisions of the Sponsor and Administrator, which are final and binding in all respects. Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court located in the State of Delaware; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs paid, including costs associated with entering this Sweepstakes, but in no event legal fees; and (3) under no circumstances may a Participant obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and

obligations of the Participants, Sponsor, or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

**XII. WINNERS LIST REQUEST:** To request confirmation of the name and city/state of residence for the winners, please send a self-addressed, stamped business size envelope, by December 15, 2016, to: Ovation/"RCN Royal Treatment" Sweepstakes Winners List, 2850 Ocean Park Blvd. Suite 225, Santa Monica, CA 90049. Requests received after by December 15, 2016 will not be acknowledged or returned.

**XIII. SPONSOR:** Ovation LLC, 2850 Ocean Park Blvd, Suite 225 Santa Monica, CA 90405.

**XIV. ADMINISTRATOR:** RCN Telecom Services LLC, 650 College Rd. East, Suite 3100, Princeton, NJ 08540.

**XV. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, it shall be amended to conform to such law, and all other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on the Website, these are the Official Rules to be abided by.