

Finger On The Pulse Reward Promotion Series Official Rules

Posted: September 1, 2014

No purchase required to enter or win. This Promotion is void where prohibited or restricted by law.

Description, Eligibility and Entry. These official rules apply to a series of monthly drawings (each a "Promotion") of the Finger on the Pulse Reward Promotion series. Horizon Media, Inc. ("Horizon") is the sponsor of each Promotion. Each Promotion commences on the first of each month and ends on the last day of that month (the "Promotion Period"). The first Promotion will commence on September 1, 2014. The Promotion is open only to registered members in good standing of the Finger On The Pulse Community ("Community") who are (a) 18 years of age or older and (b) legal residents of one of the 50 U.S. or the District of Columbia. If you are a newly registered member of the Community, you will be promptly entered into the then current Promotion ("Initial Promotion") (although this and any other entry into a Promotion will be subject to all of the eligibility requirements of the Promotion). Thereafter for your Initial Promotion and for all subsequent Promotions, entries may be secured by your completion of Community projects made available to you, such as undertaking and completing (if completion is required) a designated or ad hoc survey, profile/personal interest questionnaire, opinion polls or such other entry-eligible Community project (each an "Activity"). Some Activities may be assigned to a specific group of Community members in specific categories, such as age or gender but a sufficient and varied number of Activities will be made available to Community members so as to permit you a reasonable opportunity to garner additional entries. All entries earned in a given Promotion Period will expire at the end of that Promotion Period. Horizon reserves the right to discontinue the Promotion series at any time and any earned entries will not be redeemable for or compensated with any consideration. The determination that an Activity has been completed, eligibility compliance and all other matters related to a Promotion will be determined solely by Horizon in its sole discretion. Horizon, suppliers, sponsoring clients, distributors and/or sales agents, affiliates or subsidiaries, promotion and advertising agencies and their respective directors, officers and employees (in the aggregate the "Promotion Entities"), and the immediate family members of each and those residing in the same households are not eligible to win a Promotion prize.

Odds of Winning. The odds of winning will vary depending on the number of eligible entries received in a Promotion.

Prizes:

One (2) **Grand Prize** winners will each be awarded a \$100 gift card from a nationally known online retail store or payment service provider ("Gift Card") (Total prize category value: \$200)

Two (2) **Second Prize** winners will each be awarded a \$50 Gift Card (Total prize category value: \$100)

Four (4) **Third Prize** winners will each be awarded a \$25 Gift Card (Total prize category value: \$100)

Total Value of all Promotion Prizes: \$400.

Gift Cards are subject to all of the terms and conditions of the issuer. Only one (1) prize per winner per Promotion will be awarded. Restrictions, conditions and limitations may apply. Horizon reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. Federal, state, provincial, local and any other applicable taxes in connection with these prizes are the sole responsibility of the prize winner. Prizes are nontransferable and no substitutions are allowed. Prizes will only be awarded and delivered to addresses within the United States.

Winner Notification and Conditions. The potential winners of the Promotion will be selected in a random drawing from among all eligible entries received throughout the Promotion Period by Horizon designated officials whose determinations are final and not appealable. Each drawing will be conducted on or about 5 business days following the end of the applicable Promotion Period. All potential prize winners will be notified by email within approximately 2 weeks after the drawing is complete and must accept the applicable prize within 5 business days following such notification or may be disqualified from the Promotion. If required by Horizon, potential prize winners may be required to complete and return an Affidavit of Eligibility and/or a Liability Release and a fully and properly completed IRS W-9 form (together "Promotion Documents"), although acceptance of a prize by a potential winner will be deemed acceptance of all of the terms and conditions of these Official Rules. If the submittal of Promotion Documents is required, you must return them fully complete and signed, and if required, notarized. Horizon must receive this documentation within 1 week of your receipt. Horizon's inability to contact you after 2 attempts, your failure to return the Promotion Documents on time or your failure to abide by all of the terms and conditions of the Official Rules may disqualify you from the Promotion, your prize forfeited and an alternate winner selected randomly from the remaining eligible entries. You will not be declared a winner until Horizon has confirmed that you are eligible to enter the Promotion, have provided all of the necessary Promotion Documents or other required documents and that you are in full compliance with the Official Rules. Prizes will be sent approximately four to six weeks after winner declaration has occurred.

Limitation of and Release from Liability. The Promotion Entities are not responsible for (a) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of entries in the Promotion (b) any misdirected or lost email or mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, (c) or any problems or technical malfunction

of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or digital applications on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to your or any other person's computer related to or resulting from participating in Activities or participating in the Promotion. If, for any reason, the Promotion is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Horizon that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Horizon reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. In such event, Horizon may, in its sole discretion, perform the random drawing from among all eligible entries received prior to or after such cancellation, suspension, or modification. In the event of a dispute concerning who registered online to participate in the Promotion, the registration will be declared to have been made by the authorized account holder which is defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Horizon with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Horizon's satisfaction, the related entries will be deemed ineligible.

By acceptance of a prize, you agree that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by you against any and all liability for injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in the Promotion. The Promotion Entities expressly disclaim any responsibility or liability for injury or loss to any person or property in connection with the prizes awarded.

Conduct. Horizon reserves the right at its sole discretion to disqualify any Community member from a present Promotion and, in its discretion, all future Promotions, it finds to be tampering with the entry processing, Activities, or the operations of the Promotion or the Community; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or aiding or abetting any of the foregoing misconduct. CAUTION: ANY DELIBERATE ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL AIDED OR ABETTED BY YOU TO DAMAGE COMMUNITY OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HORIZON RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Privacy and Publicity. You acknowledge that if you are chosen as a winner, certain of your personal identifiable information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the Promotion may be

shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Horizon's privacy policy may be accessed through the "Privacy and Legal" link located at horizonmedia.com. Except where prohibited by law, if you are a prize winner, you grant (and agree to confirm that grant in writing) permission for the Promotion Entities, their advertising and promotional agencies, and those acting under their authority to use your name, user photograph, and/or likeness, for advertising and/or publicity purposes related to the Community in all media now known or hereafter discovered, worldwide and on the world wide web, without notice, review, approval, or additional compensation.

General Conditions. You agree: a) that any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of New York and to submit to the sole and exclusive personal jurisdiction to said courts in the State of New York, for any such dispute and irrevocably waive any and all rights to object to such jurisdiction; b) that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, but in no event attorneys' fees, legal expenses or court costs; and c) that under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim 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.

Sponsor. Promotion Information. The sponsor of the Promotion series is Horizon Media, Inc., 75 Varick Street, 14th Floor, New York, NY 10013. To obtain a copy of any legally required winners list or a printed copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to "Finger On The Pulse Reward Promotion Series" c/o Horizon Media, Inc. at the foregoing address. Request must be received no later than 3 months following the end of a Promotion, for the name of the winner and, 1 month following the end of the Promotion series, for a copy of the rules. Vermont residents may omit return postage for Official Rules requests.