

## **Jane Eyre Kindle Give Away SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING**

**1. SPONSOR:** Tango Media, 236 West 27<sup>th</sup> Street, 8<sup>th</sup> floor, New York, NY 10001, is solely responsible for all aspects of this sweepstakes ("the Sweepstakes").

**2. ENTRY:** To enter the Sweepstakes, during the period beginning at 12:01 A.M., March 17, 2011, and ending at 11:59:59 P.M., April 1, 2011 ("Entry Period"), complete the Official Entry Form at <http://www.yourtango.com/janeyre> ("Website") by following the entry instructions ("Entry"). For purposes of these Official Rules ("Rules"), all times and days are Eastern Time. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your email address ("Address").

**3. LIMITATIONS:** To be eligible, an entrant must be at least 18 years of age at time of entry, and a legal resident of the District of Columbia or any one of the 50 United States except Rhode Island (the "Territory") and not employees of Sponsor, Focus Features, Amazon or their respective parents, subsidiaries or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor members of their households or immediate families. All Entries must be received by 11:59:59 P.M., April 1, 2011. Only one Entry per person/Address (regardless of whether one person has more than one Address or more than one person uses the same Address). In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized or unintelligible; or any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

**4. PRIZES: One (1) GRAND PRIZE:** One "custom skinned" Kindle with *Jane Eyre* soundtrack sampler, bookmark, journal and pencil. Total ARV of prize is: \$250. Limit one prize per person/Address. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All prizes will be awarded.

**5. PROCEDURES:** Entries will be received only during the Entry Period. On or about April 12, 2011, in a random drawing, potential winners will be selected from all eligible Entries received. Odds of winning depend on the total number of eligible Entries received.

**6. WINNERS:** Potential winners will be notified by email and U.S. Mail on or about April 19, 2011. Disqualification and the selection of an alternate winner may result from any of the following: **[1]** potential winner's failure to respond to notification within seven (7) days after its mailing/transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notice or a prize as undeliverable; **[4]** potential winner's failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[5]** potential Prize winner's failure to

execute and return an Affidavit of Eligibility/Liability/Publicity Release within seven (7) days after its mailing; **[6]** potential winner's failure to claim any prize within ten (10) days after it is sent; **[7]** potential winner's failure to validly claim the Grand Prize before May 28, 2011; and **[8]** any other non-compliance with Rules. Each winner must provide Sponsor with a valid shipping address. Guest must be at least 18 years of age and may be required to execute and return a Release of Liability prior to departing for the Resort. All taxes are solely the responsibility of each winner; and the Grand Prize winner will receive an IRS Form 1099 reflecting the actual value of the prize. For list of winners and/or Rules, send a self-addressed, stamped envelope to: Tango Media, 236 West 27<sup>th</sup> Street, 8<sup>th</sup> floor, New York, NY 10001.

**7. PRIVACY POLICY/DATA COLLECTION:** Information provided by you under the Sweepstakes is subject to Sponsor's privacy policy located at <http://www.yourtango.com/tango-publishing-corporation-privacy-policy>.

**8. CONDITIONS:** Each entrant by entering the Sweepstakes agrees that: **[1]** he/she will be bound by the Rules and the Sponsor's decisions and Privacy Policy; **[2]** the Entry becomes solely the Sponsor's property and will not be acknowledged; **[3]** the Releasees are not responsible for claims, injuries, losses, damages, disputes, disability or death resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or in any activity or travel related thereto or from any interaction with, or downloading of, computer Sweepstakes information; **[4]** any winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use such winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[5]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, the Sponsor has the right to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; **[6]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[7]** any portion of any prize not accepted or used by any winner will be forfeited; **[8]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; **[9]** Sponsor has the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Rules or in a disruptive manner; **[10]** any attempt by any person to deliberately damage the Website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and Sponsor has the right to seek damages from any such person to the fullest extent permitted by law; **[11]** Sponsor's failure to enforce any provision of the Rules shall not constitute a waiver of that provision; **[12]** in the event of any dispute or claim arising out of or connected with the Sweepstakes, the entrant and Sponsor shall make a good faith effort to resolve that dispute or claim through mediation facilitated by a neutral third party, at Sponsor's expense; **[13]** in the event that the parties are unable to reach a resolution through mediation, the parties select the State and Federal Courts located in the State of New York, County of New York, as the exclusive forum in which the matter may be litigated; **[14]** any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; **[15]** under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives 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, where applicable.(SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES) and **[16]**. all issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of the entrant, Sponsors and Promoters in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York, U.S.A.