

## **Optimum and Caracol TV Sweepstakes**

### **Official Rules**

CSC HOLDINGS, LLC ("Sponsor")

NO PURCHASE, PAYMENT, OR SUBSCRIPTION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE, PAYMENT, OR SUBSCRIPTION WILL NOT INCREASE ODDS OF WINNING.

"OPTIMUM AND Caracol TV SWEEPSTAKES" (the "Sweepstakes") **BEGINS ON AUGUST 8<sup>ST</sup>, 2016 AT 12:00 AM EASTERN TIME ("ET") AND ENDS ON AUGUST 12<sup>TH</sup>, 2016 AT 12:00 AM ET** (the "Promotion Period"), WHEN ALL ENTRIES MUST BE RECEIVED. EASTERN TIME SHALL CONTROL FOR ALL PURPOSES OF THIS SWEEPSTAKES. SPONSOR'S CLOCK SHALL BE THE OFFICIAL TIMEKEEPER FOR THE SWEEPSTAKES. THE SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES AND IS SUBJECT TO ALL APPLICABLE U.S. FEDERAL, STATE AND LOCAL LAWS. VOID OUTSIDE NEW YORK, NEW JERSEY, CONNECTICUT, THE FOLLOWING COMMUNITIES IN PENNSYLVANIA: MATAMORAS, WEST FALLS, MILFORD OR MILL RIFT, AND WHERE PROHIBITED BY LAW. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM. BY PARTICIPATING, YOU HEREBY RELEASE AND HOLD HARMLESS INSTAGRAM FROM ANY AND ALL LIABILITY ASSOCIATED WITH THIS PROMOTION.

**ELIGIBILITY:** The Sweepstakes is open only to legal US residents of Sponsor serviceable areas located in New York, New Jersey, Connecticut, and Pennsylvania (collectively the "Eligible Area"), age 21 or older at time of entry. Proof of residency and age may be required. To determine if you reside in an Eligible Area, (i) go to [http://www.optimum.com/order/woa/woa\\_entry.jsp](http://www.optimum.com/order/woa/woa_entry.jsp), (ii) enter your Street Address, Apt./Unit (if applicable) and zip code in the box captioned "New Customers-Enter Service Address", and (iii) click "submit" to check the availability of Cablevision services in your area.

**You are not required to be a subscriber of Sponsor or to sign up for Sponsor's services in order to enter the Sweepstakes.** Employees of Sponsor, CARACOL TV, and each of their respective parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In its sole discretion, Sponsor may conduct a background check on potential Grand Prize Winner as a condition to receipt of the Grand Prize. If required by Sponsor, potential Grand Prize Winner must first submit to such background check and cooperate with Sponsor in any way that Sponsor reasonably requests in order to be eligible to receive a prize. A potential Grand Prize Winner who is found to have been convicted of or who has pled guilty to a felony within the past 10 years is not eligible and will be disqualified. Void outside of the Eligible Area and where otherwise prohibited by law.

**ENTRY:** During the Promotion Period, Sponsor will post the following message to Instagram: "Comment what is your favorite Marc Anthony song #OptimumyCaracolTVSweeps" (the "Instagram

Post"). To enter the Sweepstakes, you must have an Instagram account and, during the Promotion Period, comment on the Instagram Post from your Instagram account. Potential winners must be following [Instagram.com/OptimumLatino](https://www.instagram.com/OptimumLatino) at the time of entry and when winners are selected. Your comment with the hashtag #OptimumyCaracolTVSweeps enters you into the Sweepstakes. Entrants that comment what is their favorite Marc Anthony song will be submitted into the entry pull. Limit one entry per person. Entries by the same person in excess of the limits stated herein will be disqualified. Entries will be deemed to have been submitted by the authorized account holder of the Instagram account used by entrant as its entry vehicle, as identified by the authorized account holder of the e-mail address associated with the account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or 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. If you enter using your mobile device, message and data charges may be incurred. Mechanically reproduced or computer generated entry forms and entries (except as permitted in these Official Rules) are ineligible and will be disqualified. Entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or multiple Instagram accounts or fraudulent Instagram accounts or the use of any robotic or automated devices to submit entries is prohibited and any such entries will be deemed void and disqualified. Entrants agree to be bound by these Official Rules and by the decisions of the Sponsor, which are final and binding in all respects.

**WINNER SELECTION:** On or about 9 AM ET on August 14, 2016, two random drawing will be held to select two (2) Grand Prize Winners from the Entry Pool, from among all eligible entries received for the Pool at the time of the drawing. Decisions of the Sponsor are final and binding in all matters relating to the drawing. Odds of winning will depend on number of eligible entries received for the Pool subject of that drawing.

**PRIZES:** One (1) Grand Prize Winner will receive two (2) single day tickets to the Marc Anthony concert taking place August 26 through September 2, 2016 at Radio City Music Hall in New York, NY. Estimated Retail Value (ERV) of the Grand Prize: \$120.00 USD. All prizing subject to change at sole discretion of Sponsor. All federal, state, and local taxes on the prize are the sole responsibility of the winner. No transfer, refund, cash redemption, substitution or replacement of prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize or prize component of equal or greater value (or cash equivalent) if the prize (or a prize component) becomes unavailable or for any other reason. ARV of prize is in U.S. dollars. The depiction of the prize in any advertising or promotional materials may not be identical to the one awarded to the winner. If the prize is unclaimed by winner for any reason, Sponsor will have no obligation to award compensation in lieu thereof and Sponsor will have no further obligation to winner. Winner may not substitute, assign or transfer any prize or redeem any non-monetary prize for money.

**WINNER NOTIFICATION:** Within approximately 48 hours after the drawing, the potential winner will be notified via Instagram Direct Message and will be required to Direct Message the Sponsor in order to complete the eligibility verification process and receive instructions on returning an Affidavit of Eligibility and Liability/Publicity Release (collectively, the "Affidavit") by the date or within the time

frame specified by Sponsor. In addition, potential winner will be required to verify their address, provide proof of age and present evidence of legal residence from the Eligible Area as instructed by Sponsor. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in their profile page, or winner notification is not responded to, or the Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) a potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received.

**PUBLICITY/PRIVACY POLICY:** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Sweepstakes, entrants will be sharing their personal information with Sponsor, not Instagram. Personal information collected by Sponsor will be used for administration of the Sweepstakes and awarding the prize. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its privacy policy at <http://www.optimum.net/Privacy/>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. Sponsor is not responsible for disclosures made by any third party. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.

**NO TAMPERING; RIGHT TO CANCEL; MODIFY:** Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email and/or Instagram accounts, technical difficulties associated therewith or an entrant's failure to adequately monitor his/her email or Instagram account; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize

or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify and/or revoke any prize award to any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple e-mail addresses or Instagram accounts or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes promotion, including the entire Sweepstakes promotion, and/or modify the Sweepstakes and/or award the prize based upon the criteria set forth in these Official Rules from all eligible entries received as of the termination date.

**RELEASE OF LIABILITY; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE:** By participating in the Sweepstakes, entrants and winners agree to release and hold harmless Sponsor, Caracol TV, and Instagram, and their respective parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees express or implied, in fact or in law, relative to the prize. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action, and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought in the appropriate New York state court in Nassau County or federal court in and for the Eastern District of New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non convenience or lack of personal jurisdiction that they may have. Any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and under no circumstances will entrant be permitted to obtain awards for, and entrant 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 entrant further waives any and all rights to have damages multiplied or otherwise increased.

**WINNERS' LIST:** For a Winners' list, send a self-addressed, stamped envelope to: Optimumand Caracol TV Sweepstakes Winners List, CSC Holdings, LLC, 1111 Stewart Avenue, Bethpage, NY 11714 Attn: M&A Department, available within thirty (30) days after the conclusion of the Promotion Period.

**SPONSOR:** The sponsor of this Sweepstakes is CSC Holdings, LLC, 1111 Stewart Ave., Bethpage, New York. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any and all questions, comments or complaints regarding the Sweepstakes must be directed to Sponsor, not Instagram.