

Watch What Happens Live Sweepstakes
Official Rules
April 15, 2016—May 6, 2016

PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. The Watch What Happens Live Sweepstakes (“Sweepstakes”) will begin on April 15, 2016 at 10:00 AM ET and end on May 6, 2016 at 12:00 PM ET (“Sweepstakes Period”). All times in the Sweepstakes refer to Eastern Time (“ET”). Odds of winning depend upon the number of eligible Entries (as defined below) received. Sweepstakes is subject to all applicable federal, state and local laws.

ELIGIBILITY: Open only to permanent, legal United States (“U.S.”) residents who are physically residing in one (1) of the forty-eight (48) continental United States or the District of Columbia (excluding Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands and other United States territories, and who are twenty one (21) years of age or older and of the age of majority in their state of residence as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and each of their respective 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 Bravo Media LLC, 30 Rockefeller Plaza, New York NY 10112, NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112, and Delivery Agent, 321 E. Main Street, 5th Floor, Charlottesville, Virginia, 22902 (collectively, “Sponsors”), and each of their respective parent, subsidiary, and affiliate companies, and their 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 <http://mt.votigo.com/fbsweeps/sweeps/Bravo-Sweepstakes> (the “Website”), click on the Sweepstakes banner, and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, email address, state of residence, and date of birth (the “Entry”). All Entries become the property of Sponsors and will not be acknowledged.

You may enter once during the Sweepstakes Period. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. Entries must be received before May 6, 2016 at 12:00 PM ET to be eligible for the Sweepstakes. Sponsors’ computer shall be the official timekeeper for all matters related to this

Sweepstakes. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, 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. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

PRIVACY: Entrants will have the opportunity to receive information from Bravo Media/NBC Universal Media, LLC and/or Delivery Agent and selected partners by checking the appropriate box(es). If, at any time, you no longer wish to receive materials from Bravo Media/NBC Universal Media, LLC and/or Delivery Agent or our partners, please go to our privacy policy, located at <http://www.votigo.com/corp/privacy.php>, or the applicable partner's privacy policy and follow the procedures indicated.

WINNER SELECTION AND NOTIFICATION: On or about May 9, 2016 one (1) potential grand prize winners ("Grand Prize Winner"), and one (1) first prize winner ("First Prize Winner", collectively with Grand Prize Winner "Winners" or each a "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. **Sponsors may share potential Winner's name and contact information with Sweepstakes Entities and/or any prize provider, as applicable, if necessary.** Potential Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Sweepstakes Documents") within three (3) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsors' sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if Prize (as defined below) or prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries. Limit one (1) Prize per family or household.

PRIZE: There will be one (1) grand prize awarded (“Grand Prize”) to the Grand Prize Winner, and one (1) first prize (“First Prize”) to the First Prize Winner. Grand Prize will consist of the following: two (2) tickets for Winner and one (1) guest (“Guest”) to a taping of Watch What Happens Live at 325 Hudson Street, Suite 601 New York, NY 10013 (“Event”). GRAND PRIZE DOES NOT INCLUDE TRAVEL, ACCOMMODATIONS OR PARKING. Travel and accommodations will not be provided. The First Prize will consist of: one (1) copy of “The Andy Cohen Diaries”, one (1) Andy Cohen bobblehead, and one (1) mazel flip t-shirt. First Prize will be awarded “as is” with no warranty either express or implied by Sponsors. Grand Prize is subject to certain terms and conditions.

Estimated Retail Value (“ERV”) of Grand Prize is one hundred dollars (\$100). ERV of First Prize is seventy six dollars (\$76). ERV of all Prizes is one hundred and seventy six dollars (\$176). Actual Retail Value (“ARV”) of Prize may vary. Any difference between ERV and ARV will not be awarded.

Grand Prize and First Prize will be collectively referred to herein as “Prize” or “Prizes”. All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner(s). Prize cannot be transferred by Winner(s) or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner(s). If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner(s) may be selected from the remaining eligible Entries at Sponsors’ sole discretion.

Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsors’ control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event is subject to change. Event is subject to cancellation. If Winner chooses to attend the event with no Guest the remaining elements of Prize shall constitute full satisfaction of Sponsors’ Prize obligation to Winner and no additional compensation will be awarded. Guest, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, “Guest Documents”), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited. Guest must be twenty one (21) years of age or older.

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 each of their respective officers, directors, and employees (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 or Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (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 prize supplier that are sent along with Prize; (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, 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 therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. 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 outside of the control of Sponsors (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 computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. **Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without**

limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. 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). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

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.

WINNER ANNOUNCEMENT: For the names of the Winner(s), available after May 17, 2016 visit <http://mt.votigo.com/fbsweeps/sweeps/Bravo-Sweepstakes>, or send a self-addressed, stamped envelope to be received by July 20, 2016 to: Watch What Happens Live Sweepstakes, Attention: Delivery Agent, 321 E. Main Street, 5th Floor, Charlottesville, Virginia, 22902.