

THE FX NETWORK'S

AMERICAN HORROR STORY: SEASON 6 SWEEPSTAKES

OFFICIAL RULES

- **NO PURCHASE NECESSARY.**
- **DISPUTES RESOLVED BY BINDING ARBITRATION WITH NO CLASS RELIEF.**

Important: Please read these Official Rules before entering this Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these Official Rules.

1. **SPONSOR:** The "Sponsor" is FX Networks, LLC, 10201 W. Pico Blvd., Los Angeles, CA 90035.
 - a. **ADMINISTRATOR:** The Concept Studio, LLC, 165 Kings Hwy North, Westport, CT 06880 is the "Administrator."
2. **ELIGIBILITY:** "American Horror Story: Season 6" Sweepstakes (the "**Sweepstakes**") is open only to legal residents who are physically located in one (1) of the fifty (50) United States or the District of Columbia, excluding Alaska and Hawaii, and who are at least eighteen (18) years of age or older (21 in Mississippi and 19 in Alabama and Nebraska), Employees of Sponsor, Administrator and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members (spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win. Void in Alaska, Hawaii and where prohibited by law.
3. **ENTRY PERIOD:** The Sweepstakes begins at 12:01 a.m. ET on August 17, 2016, and ends at 11:59 p.m. ET on September 7, 2016 (the "**Entry Period**").
4. **HOW TO ENTER:** To enter the Sweepstakes, you must: Access the website hosted and available on FX's Page for the American Horror Story Season 6 Sweepstakes AHS6Sweeps.com ("Promotion Website") and follow the instructions available on the Promotion Website that will ask you to view six (6) teasers and select the one that you predict most represents the premiere episode. The correct teaser will be revealed the night of the season 6 premiere. In order to be entered into the sweepstakes drawing, you must be among those who selected the correct teaser. You must also complete your entry submission by providing the requested contact information including your first name, last name, email, and phone, and confirming you are over the age of eighteen (18) (21 in MS or 19 in AL and NE) and agree to the full terms by checking the verification check-boxes. Upon successful entry submission, you will receive one (1) entry into the Sweepstakes. **There is a limit of one entry per person per email account during the entire Sweepstakes period ("Entry" or "Entries").**

No entries will be accepted that do not follow Promotion Website instructions. All Entries must be received by the Sponsor within the Entry Period. An online entry is "received" when the Sponsor's servers record the entry. Entries must comply with these Official Rules or will be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. If you change your contact information after you enter the Sweepstakes, it is your sole responsibility to update your information with the Sponsor. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one campaign, contest or sweepstakes does not constitute entry into any other.

5. **WINNER SELECTION, NOTIFICATION AND PRIZE CLAIMING:** One (1) potential "**Grand Prize Winner**" and Five (5) potential "**First Prize Winners**" will be selected through a random drawing on or about

September 8, 2016 from among all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of any winner. Decisions of the Sponsor as to the selection of a winner will be final. The potential Winners will be notified by e-mail and/or phone by **September 9, 2016**. Notification is deemed to have occurred immediately upon sending of an e-mail and/or making a phone call. If the potential Winner fails to respond within twenty-four (24) hours of notification, Sponsor may select another potential Winner at Sponsor's discretion.

Potential Grand Prize Winner will be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Release**"), as well as a non-disclosure agreement for the American Horror Story Series and for the American Horror Story set visit, and return same within the time period specified at notification before being eligible to receive his or her prize. Guest must also sign a travel release and any other legal documents as may be required by Sponsor in its sole discretion. Guest must be eighteen (18) years of age or older in order to attend and accompany Winner. If a potential winner cannot be reached after a reasonable effort has been exerted (response within twenty-four (24) hours of receipt of initial notification), he or she is found to be ineligible at any point during the administration of the Sweepstakes, he or she cannot or does not comply with these Official Rules or the Sponsor's or Administrator's instructions, or if his or her prize, prize notification, or other Sweepstakes-related correspondence is faulty, rejected, or returned as undeliverable, that potential winner may be disqualified without notification and an alternate potential winner may be selected at Sponsor's discretion. Only three (3) alternate winners will be contacted, after which the prize will remain un-awarded. A potential winner (or any alternate potential winner if one must be selected) is not official and will not be confirmed as a winner until he/she has completed, signed and returned any documentation which may be required by Sponsor, including, but not limited to, a notarized Affidavit of Eligibility, release of liability, Prize Acceptance Release, publicity release form (unless prohibited by law), and a completed IRS W-9 form (the "Sweepstakes Documents"), and the eligibility of the potential winner has been verified. Sweepstakes submissions are subject to validation by the Administrator. By taking part in this Sweepstakes you agree to be bound by these rules and all decisions of the Administrator and Sponsor which are final and binding on all aspects of the Sweepstakes.

6. ODDS: Odds of winning will depend upon the total number of eligible entries received.

7. PRIZES AND VALUES: One (1) Grand Prize: "**Prize Package**" that consists of: A 2017 C300C Mercedes-Benz® vehicle, an AHS Custom Car Kit, a trip for two (2) to Los Angeles for a VIP visit to the American Horror Story set, a custom framed poster from AHS Season 6 autographed by select cast (based on availability and as determined by Sponsor), and a \$500 cash gift card. **Vehicle details:** 2017 C300C Mercedes-Benz in Black with the Premium 1 Package. Package/Options include: Rearview Camera, Blind Spot Assist, SiriusXm, Illuminated Star, Chrome Door Handle Inserts, Rear Deck Spoiler, 18" Twin 5-Spoke Wheel, SD-Card Navigation Pre-wiring, Sport-tuned Suspension, Gloss Black & Aluminum Trim, Heated Front Seats. Approximate retail value of vehicle: \$47,425. Particular package, options and color are solely at discretion of Sponsor. Any upgrades, particular color, package, factory or other options depend upon availability and are at the sole expense of the winner. **Winner must have valid U.S. driver's license from his/her state of residence at time of entry, at time of winner verification and at time of delivery of vehicle. Winner must have proof of valid insurance at the time of delivery. Failure to comply with these requirements may result in disqualification. License, insurance, any travel and transportation costs associated with collecting the vehicle, and any expenses not listed above including costs to own/operate vehicle are responsibility of winner. Title, registration fees required in claiming the vehicle and vehicle sales tax will be paid by Sponsor but will be included in the final taxable Prize Package ARV for income tax reporting purposes.** Allow 8 - 12 weeks after validation for arrangement of receipt of vehicle, depending on availability. Winner will be provided instructions from Sponsor to obtain his/her vehicle at a local Mercedes-Benz dealership determined in conjunction with the winner and Sponsor. Winner must take delivery within 45 days of notification. Delivery of vehicle is subject to manufacturer, distributor and dealer manufacturing, production and delivery schedules. Sponsor, Administrator, their respective agents and all persons/entities involved in this promotion do not make, nor in any manner are responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle, including but not limited to its quality, fitness for purpose or mechanical

condition, or any manufacturer, distributor or dealer delays. Any depictions of a prize are for illustrative purposes and may not be actual prize awarded. Mercedes-Benz is a registered trademark of Daimler AG. Mercedes-Benz is not a Sponsor of this promotion. **AHS Custom Car Kit includes:** AHS-branded floor mats, Custom AHS key chain, AHS-branded First Aid Car Kit, 19" AMG Black Wheels. Approximate retail value: \$735. **Trip consists of:** Round-trip coach air transportation for Grand Prize Winner and one (1) guest (18+) between the major commercial airport nearest the Grand Prize Winner's primary residence and Los Angeles, CA; double occupancy standard hotel accommodations for (3) three days/ (2) two nights; local ground transfers between airport and hotel; and transfers between hotel and AHS set location. **Trip must be taken before October 10, 2016 or prize will be forfeited.** If, in the sole judgment of Sponsor, air travel is not required due to Grand Prize Winner's proximity within 200 miles of Los Angeles, driving stipend may be substituted for round-trip air travel. Winner and guest must travel on same itinerary and on designated days, which are subject to change. All travel, hotel and other arrangements must be made through Sponsor. Winner may be required to provide a valid credit card upon hotel check-in. All taxes and any other expenses not stated herein, including without limitation, meals, gratuities, transportation and other incidentals, are the sole responsibility of winner. No substitutions or transfers of a prize, except at Sponsor's discretion. If any portion of the prize does not take place as currently scheduled, for any reason including flight delays, postponements or cancellations, Sponsor at its sole discretion may change the prize dates or cancel that portion of the prize relating to the event, in which event that portion of the prize will be forfeited in its entirety and no substitution will be provided except at Sponsor's sole discretion. Approximate retail value (ARV) of entire Grand Prize **Prize Package** is \$52,660.00, depending upon winner's residence and travel dates.

Five (5) First Prizes: A \$250 cash gift card and a custom framed poster from American Horror Story Season 6 autographed by select cast (based on availability and as determined by Sponsor). ARV: \$250.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion, and are subject to change. In the event that Sponsor is unable to provide a Winner with their prize, the Sponsor may elect to pay that Winner the ARV of the Prize, or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied.

Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s). ARV of the prize is based on available information provided to Sponsor and may be reported for tax purposes as required by law. Winners may be required to provide Sponsor with a valid social security number or tax identification number before the prize is awarded for tax reporting purposes. An IRS Form 1099(s) may be issued in the name of a Winner, or if a minor in the jurisdiction in which she or he resides, in the name of her/his parent or legal guardian, for the actual value of the prize received. Unclaimed prizes will be forfeited.

8. PRIVACY AND SWEEPSTAKES COMMUNICATIONS: Personal information collected from entrants during the Sweepstakes is subject to Sponsor's Privacy Policy available at <http://www.fxnetworks.com/settings/privacy-policy>. By entering this Sweepstakes, you understand that Sponsor, its third party vendors, and its advertising or promotion agencies may use your personal information (including e-mail address) for administration of the Sweepstakes, the fulfillment of Prizes, for marketing purposes and to provide you with information about Sponsor's programs, products, services and special offers. By entering the Sweepstakes, you expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes.

9. PUBLICITY RELEASE: Except where prohibited, by participating, you grant Sponsor and Mercedes-Benz USA, LLC permission to use your name, photograph, voice, any other likeness, or comments for publicity purposes, in any and all media, now known or hereafter devised, without payment to you.

10. INTELLECTUAL PROPERTY. The Sweepstakes Official Rules, the Promotion Website, and all related web pages, content and code are the property of the Sponsor or authorized third parties. The copying of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

11. RELEASE: By participating in the Sweepstakes, you agree to release Sponsor, Administrator, Mercedes-Benz USA, LLC, their respective parents, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, prize providers and advertising and promotion agencies, and each of their respective directors, officers, employees, members, agents, successors and assigns (“**Released Parties**”) from any claims, liability, costs, losses, damages or injuries of any kind arising out of or related to your participation in the Sweepstakes. You agree that the Released Parties: (A) have neither made nor will be responsible for any warranty, express or implied, in connection with the Sweepstakes (including Prizes); (B) and will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Promotion Website users, and by any cause whatsoever beyond the control of the Released Parties. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

12. YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY: You represent and warrant that you have read, understand and will follow the Official Rules. You further represent that you have the right to agree to these Official Rules. You agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by you in your acceptance of these Official Rules.

13. SUSPENSION / MODIFICATION / TERMINATION: If Sponsor is prevented from continuing with the Sweepstakes by any event or cause beyond its control, e.g., events of nature, interference by humans or entities unrelated to Sponsor, acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. If the Sweepstakes is terminated, the Sponsor, at its sole discretion, may select the potential Winners from all eligible entries received prior to termination.

14. TAMPERING: Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Sweepstakes and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.

15. GOVERNING LAW / LIMITATION OF LIABILITY: All issues concerning the Sweepstakes and these Official Rules shall be governed by California law, except for idea submission or implied contract claims based upon User Promotion Content that will be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

16. MANDATORY ARBITRATION; NO CLASS RELIEF: To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor’s intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE SWEEPSTAKES SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**. SUCH ARBITRATION SHALL BE HELD IN LOS ANGELES, CALIFORNIA. This clause shall be construed as a “written agreement to arbitrate” pursuant to the Federal Arbitration Act.

17. NAME OF WINNER/OFFICIAL RULES REQUESTS: To receive the names of the Winners, send a stamped self-addressed envelope to: “Sweepstakes Winners List”, The Concept Studio, 606 Post Road East #693, Westport, CT 06880. (Attn: Promotional Legal Specialist). Please indicate which Sweepstakes Winners List you are requesting (i.e., the name of the Sweepstakes). For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: “Sweepstakes Official Rules”, The Concept Studio, 606 Post Road East #693, Westport, CT 06880 (Attn: Promotional Legal Specialist) prior to the end of the Entry Period. Please indicate which Sweepstakes Official Rules you are requesting (i.e., the name of the Sweepstakes).

18. MISCELLANEOUS: The invalidity of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision were not contained here. Sponsor’s failure to enforce any term of these Official Rules will not constitute a waiver. Only the stated number of prizes will be awarded. The Released Parties are not responsible for any typographical or other errors in the administration of the Sweepstakes, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience and will not be deemed to affect the meaning of this document. By entering the Sweepstakes, you accept Sponsor’s **Privacy Policy** <http://www.fxnetworks.com/settings/privacy-policy> and **Terms of Use** <http://www.fxnetworks.com/settings/terms-of-use>, each as posted on the Promotion Website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Promotion Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

//End of Official Rules//