

The Hobbit: The Battle of the Five Armies Giveaway **Official Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: *The Hobbit: The Battle of the Five Armies Giveaway* (the "Giveaway") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Rosetta Stone Ltd., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Giveaway constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator: Rosetta Stone Ltd. ("Rosetta Stone"), 135 West Market Street, Harrisonburg, VA 22801.

3. Timing: The Giveaway begins on April 17, 2015 at 09:00a.m. Eastern Time ("ET") and ends on April 17, 2015 at 2:00p.m. ET (the "Promotion Period").

4. How to Enter: On April 17, 2015, Rosetta Stone will post one (1) tweet from its official Twitter account referencing the Giveaway and providing instructions to enter and these Official Rules (the "Tweet"). During the Promotion Period, from your Twitter account, use the Retweet feature to re-post the Tweet. If you do not already have a Twitter account, you will need to register with Twitter and create an account to participate in the Giveaway. Registering with Twitter and creating an account is free, and can be completed by following the onscreen instructions at www.twitter.com. A re-post of the Tweet in accordance with these Official Rules is hereafter referred to as a "Submission". BY POSTING A SUBMISSION, YOU AGREE TO THESE OFFICIAL RULES. All Submissions must also comply with Rosetta Stone's Social Media and Community Guidelines accessible at www.rosettastone.com/agreements.

Submissions may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement. Submissions should not include material that is inappropriate, indecent, obscene, hateful, or tortious.

Posting a Submission constitutes your consent to give Administrator a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, display, modify, publish, and create derivative works from such Submissions in whole or in part, in any media and on any device, whether now known or later developed, including for promotional or marketing purposes.

Potential Giveaway winners will be notified by a direct message to their Twitter account from Rosetta Stone's official Twitter account (the "Winner's Notification") and provided with directions for fulfillment. All potential winners are subject to verification before any prize will be awarded. Administrator has full rights and responsibility to administer the Giveaway, including selecting potential winners, validating entries, and awarding prizes.

Limit: Each entrant may post one (1) Submission during the Promotion Period. Multiple entrants are not permitted to share the same Twitter account. Any fraudulent acts, including use of any automated system to participate or use of multiple Twitter accounts to post more than one Submission, are prohibited and will result in disqualification. Administrator is not

responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the Twitter Account. Each potential winner may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE GIVEAWAY SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ATTEMPTED SUBMISSION THAT FAILS DUE TO TECHNICAL ISSUES OR USER ERROR IS VOID, AND WILL NOT BE HONORED.

6. Giveaway Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator's decisions as to the administration and operation of the Giveaway and the selection of potential winners are final and binding in all matters related to the Giveaway. Provided that at least fifty (50) eligible Submissions are received during the Promotion Period, twenty-five (25) potential winners will be randomly selected from all eligible entries. If any potential winner cannot be contacted, or fails to provide any other requested information within the required time period, such potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, such potential winner forfeits prize. In the event that a potential winner of a prize is disqualified for any reason, Administrator will award the applicable prize to an alternate winner based upon the same criteria. There will be three (3) alternate winner selections after which the applicable prize will remain un-awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Giveaway.

7. Prizes:

25 PRIZES: Each winner will receive one (1) digital HD Download of *The Hobbit: The Battle of the Five Armies*. Approximate Retail Value ("ARV"): \$19.99.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Odds of winning a Giveaway prize depends on the number of prizes available divided by the number of eligible Submissions received during the Promotion Period. No cash or other substitution, assignment or transfer of any prizes is permitted, except by Administrator, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Administrator. TOTAL ARV OF ALL PRIZES: \$499.75. Limit: One Giveaway prize per person.

MUST REDEEM DIGITAL HD PROMOTIONAL CODE BY MARCH 24, 2018. Offer includes Digital HD with UltraViolet of main feature. DOES NOT INCLUDE iTUNES FILE, BUT IS COMPATIBLE WITH MOST IPHONE, IPAD, IPOD TOUCH AND ANDROID DEVICES. Consumer must reside in the U.S. and register for a Flixster account and an UltraViolet account. You must be 18 years or older, or have your parent create your UltraViolet account. NOT COMPATIBLE WITH ALL DEVICES. HIGH DEFINITION NOT CURRENTLY AVAILABLE FOR STREAMING OR DOWNLOAD ON ALL DEVICES FROM ALL ULTRAVIOLET RETAILERS. HIGH DEFINITION DOWNLOADS MAY BE LIMITED TO PC/MACS ON FLIXSTER. Ultimate Display resolution on

playback is dependent upon the device characteristics, including screen resolution. Consult Flixster (<http://ultraviolet.flixster.com/info>) for a list of SD and HD compatible devices and restrictions regarding SD and HD streaming and download capability. No additional charge for continued access to content once downloaded. Locker access charge may apply after one year from redemption. Consult Flixster's Terms of Service for details. High-speed Internet connection required. Go to <http://ultraviolet.flixster.com/info> for additional details and requirements and for technical support. For Terms of Service, go to <http://ultraviolet.flixster.com/terms>.

8. Publicity: Except where prohibited, participation in the Giveaway constitutes winner's consent to Administrator's use of winner's name, likeness, Twitter username, photograph, voice, opinions, Submission, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

9. General Conditions: Administrator reserves the right to cancel or modify Giveaway if fraud, technical failures, human error or any other factor impairs the integrity of the Giveaway, as determined by Administrator in its sole discretion. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Administrator, Twitter Inc., Warner Brothers Home Entertainment Inc., and each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Giveaway or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Giveaway, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Virginia or the appropriate state court located in Northern Virginia; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (iii) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

13. Entrant's Personal Information: Information collected from entrants is subject to the Rosetta Stone Privacy Policy (www.rosettastone.com/privacy).

14. Winner List: For copy of the winner list, please send a self-addressed, stamped envelope to: Social Media Promotions - Hobbit Giveaway Winner List, 135 W. Market Street, Harrisonburg, VA 22801 by July 31, 2015.

Warner Brothers Home Entertainment Inc. is in no way involved in the creation, execution, administration, sponsorship or fulfillment of the Giveaway. The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Twitter Inc.