

**Rosemary's Baby Fan Art Contest**  
Official Rules  
**April 29, 2014—May 9, 2014**

**PRELIMINARY INFORMATION:** No purchase necessary. A purchase will not improve your chances of winning. Void where prohibited. The Rosemary's Baby Fan Art Contest ("Contest") will begin on April 29, 2014 at 3:00 PM PT and end on May 9, 2014 at 11:59 PM PT ("Contest Period"). All times in the Contest refer to Pacific Time ("PT"). Odds of winning depend upon the number of eligible Entries (as defined below) received. Contest 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 fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories), and who are eighteen (18) years of age or older and of the age of majority in their state of residence as of the start of the Contest Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their 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 Contest. Contest Entities, as referenced herein, shall include, NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 ("Sponsors") and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest.

**TO ENTER:** To enter the Contest, during the Contest Period go to [www.tumblr.com](http://www.tumblr.com) ("Tumblr Site"), and (1) if you already have a Tumblr account, log on using your Tumblr user name and password, or (2) if you do not already have a Tumblr account, create a Tumblr account according to the instructions on the Tumblr Site and log onto your Tumblr account as indicated in (1) above. Please note that you must agree to comply with the Tumblr Terms of Service in order to create a Tumblr account. Once you have logged onto your Tumblr account, you will be required to submit an image ("Image") that includes the title "*Rosemary's Baby*" and the premiere tune-in date "May 11 at 9pm" with the tag "#Rosemary's Baby Arrives" on the following theme: a creative rendering of a "birth announcement" for Rosemary's Baby (the "Entry"). You must include the tag "#Rosemary's Baby Arrives" in your Entry or your Entry will not be valid. You must submit Image according to the instructions provided on the Tumblr Site. **If your Tumblr profile is not set to the public setting, your Entry may be disqualified and rejected as ineligible for consideration in the Contest.**

You may incorporate into your Image official *Rosemary's Baby* key art and/or logos owned by Sponsors that will be provided specifically for use in this Contest ("NBC Content"). You understand that NBC Content is the sole property of Sponsors, and Sponsors own all right, title, and interest in and to any copyrights, trademarks and all other intellectual property rights in NBC Content. **Image, with the exception of NBC Content elements, must be original and must have been created by you, and Image must not infringe on any third party rights, including without limitation, copyright, trademark, privacy, or right of publicity, or create claims for**

**idea misappropriation or breach of contract.** You must have the permission of any person who appears or is identified or referred to in your Image. If any minors appear in Image, the entrant must be that minor's parent and/or legal guardian.

All Entries become the property of Sponsors and will not be acknowledged or returned. By entering the Contest, entrants grant Sponsors the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Image and to incorporate the Image in other works in any and all markets and media worldwide in perpetuity (the "Non-Exclusive License"). Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Image will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Image contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Image does not comply with these Official Rules or meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, such Image (and the related Entry) may be rejected as ineligible for consideration and/or deleted from the NBC Tumblr page. Entries must comply with all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Images.

**You may enter once per day during the Contest Period.** Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries must be received before May 9, 2014 at 11:59 PM PT to be eligible for the Contest. Sponsors' computer shall be the official timekeeper for all matters related to this Contest. Entries generated by a script, macro, or other automated means will be disqualified. 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 Tumblr account used to enter will be deemed to be the entrant. "Authorized account holder" of a Tumblr account is defined as the person who is assigned to a Tumblr account by the Tumblr Site. Entry constitutes permission (except where prohibited by law) to use entrant's name, Tumblr user 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.

**Sponsors may choose to broadcast on-air and/or display online on [nbc.com/rosemarysbaby](http://nbc.com/rosemarysbaby) a selection of entrants' Entries, as determined by Sponsors in their sole discretion.** By entering the Contest, each entrant agrees to the posting of such entrant's name and Entry on [nbc.com](http://nbc.com) and/or on NBC's social media pages, including but not limited to Tumblr, Twitter, Instagram, Vine, and Facebook. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit Entries.

**PRIVACY:** Entrants will have the opportunity to receive information from NBC and selected partners by checking the appropriate box(es). If, at any time, you no longer wish to receive materials from NBC or our partners, please go to our privacy policy, located at

<http://www.nbcuni.com/privacy/>, or the applicable partner's privacy policy and follow the procedures indicated.

**JUDGING:** A panel of qualified judges selected by Sponsors ("Judges") will review the eligible Entries received during the Contest Period and select a potential winner ("Winner") on or about May 12, 2014 based on the following judging criteria ("Judging Criteria"): Originality (33%), Creativity (33%), and Appropriateness to the Theme (34%). In the event of a tie, the Judges will break the tie by selecting the tied entrant who received the highest points from the Judges for Originality as the potential Winner. In the event a tie remains, the tied entries will be judged by an additional tie-breaking judge, using the Judging Criteria, to determine which of the tied entrants will be the potential Winner. Decisions of Sponsors and Judges are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility. Sponsors reserve the right to pick fewer than one (1) Winner, or to extend the Contest Period if in their sole discretion, Sponsors do not receive a sufficient number of eligible and qualified Entries. Potential Winner will be notified by direct message to potential Winner's Tumblr account (if applicable). Potential Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Contest Documents") within two (2) days of such notification. Noncompliance within this time period, with these Official Rules or the return of or inability to deliver any prize/prize notification may result in disqualification and, at Sponsors' discretion, and time permitting, an alternate potential Winner may be selected from among all eligible remaining Entries based on the Judging Criteria.

**PRIZE:** There will be one (1) prize awarded ("Prize"), consisting of the following: an American Express gift card for one-thousand dollars (\$1000.00). Prize is subject to certain terms and conditions as specified by issuer.

Estimated Retail Value ("ERV") of Prize is one thousand dollars (\$1,000.00). Actual Retail Value ("ARV") of Prize may vary. Any difference between ERV and ARV will not be awarded. Sponsors will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the tax year in which Prize was won (for prizes worth more than six hundred dollars (\$600)).

Winner shall grant to the Sponsors a fully paid-up, royalty-free, non-transferable, exclusive right and license to utilize, reproduce, display, broadcast, distribute, develop, modify, and create derivative works of Winner's Image howsoever they choose in any and all markets and media now known or hereafter devised, throughout the world in perpetuity, without additional notification, permission, approval, or compensation until January 1, 2024 (the "Exclusive License"). Winner warrants that he or she has the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Image will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Image must not contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive, and Image must comply with these Official Rules and all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Image. At the conclusion of the Exclusive License period,

Sponsors shall maintain the Non-Exclusive License to the Winner's Entry. Sponsors hereby grant to Winner during the Exclusive License period: (i) a limited right and license to utilize the Image in his or her personal portfolio, and (ii) the ability to state on his or her resume that he or she has provided work to the Sponsors.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute 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. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. 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 may be selected from the remaining eligible Entries at Sponsors' sole discretion.

**CONDITIONS:** By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities, Tumblr, and 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 Contest 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 Contest 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-air and/or online at nbc.com ("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 Contest 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 Contest 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 Contest 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 Contest. 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 Contest 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 at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, 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).

**DISPUTES: THE CONTEST 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 name of the Winner, available after May 30, 2014, visit nbc.com, or send a self-addressed, stamped envelope to be received by July 30, 2014 to: 100 UNIVERSAL CITY PLAZA, BLDG 1360, 2ND FLOOR, Universal City, CA 91608, Attn: Digital Marketing.

**This Contest is in no way sponsored, endorsed or administered by, or associated with Tumblr. Entrants are providing information to Sponsors and not to Tumblr.**