

## **Tokio Hotel Handwritten Lyrics Giveaway**

### **Official Rules**

**NO PURCHASE OR WIRELESS DEVICE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. MUST BE LEGAL RESIDENT OF THE UNITED STATES OR CANADA (EXCLUDING QUEBEC), 13 YEARS OF AGE OR OLDER AT DATE OF ENTRY INTO SWEEPSTAKES. VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW. IF YOU ARE ACCESSING THIS PROMOTION USING YOUR WIRELESS DEVICE, DATA RATES MAY APPLY.**

Sponsor Administrator: CBS Interactive Inc. ("CBSI"), 1401 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309.

Prize Provider: Total Assault, 4730 Woodman Ave, Suite 400, Sherman Oaks, California, 91423

Sweepstakes Entities: CBSI and Universal Music Group.

**Twitter has not endorsed or sponsored this promotion in any way.**

1. Acceptance of Rules. By entering the **Tokio Hotel Handwritten Lyrics Giveaway** (the "**Sweepstakes**") operated on CBSI's @metrolyrics page on the Twitter web site, accessible at the domain "twitter.com " (the "**Twitter Service**"), you hereby accept and agree to these official rules (the "**Official Rules**") of this Sweepstakes, and the decisions of the Administrator in connection with this Sweepstakes, whose decisions are final.

If you are a wireless service subscriber and have a smart phone, tablet or other wireless device that allows you to access this Sweepstakes, you may also enter the Sweepstakes via any of those devices during the Promotion Period (as defined below). You may be charged data rates according to the Terms and Conditions of your Service Agreement with your wireless carrier. Each wireless carrier's rate plan may vary, and participants should contact their wireless carrier for information on rate plans and charges relating to your participation in this Sweepstakes. Mobile and wireless service is offered on an 'as is' basis, may not be

available in all areas at all times, and may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. Your wireless service carrier may change or discontinue your service, may charge you additional amounts at any time by giving you prior notice and/or it may discontinue service if you disagree to additional charges.

2. Eligibility: This Sweepstakes is offered and open to persons who are: (a) Registered Users (as defined below) of the Twitter Service, who also are followers of @MetroLyrics on the Twitter Service; (b) legal residents of the United States or Canada (excluding Quebec); and (c) 13 years of age or older at the date of entry in this Sweepstakes. For purposes of these Official Rules, Registered User(s) means a person that has successfully completed the registration form and has obtained a User Identification ("**ID**") and associated password ("**Password**") on the Twitter Service; there is no fee associated with becoming a Registered User. Employees and directors, and their immediate family members, of the Sweepstakes Entities, and their parents, affiliated and subsidiary companies are not eligible to participate in this Sweepstakes. For purpose of the foregoing "**immediate family**" means parents, spouses, children, siblings or any members of the same households of such employees and directors. This Sweepstakes is void in Quebec, Puerto Rico, all U.S. Territories and Possessions, and where prohibited by law.

3. Promotion Period: The Sweepstakes begins on December 11, 2014 at 9:00 AM PT and ends at 12:00 PM PT December 18, 2014 (the "**Promotion Period**").

4. Entering: To participate in the Sweepstakes, Registered Users must become followers of @MetroLyrics on the Twitter Service, if not already. If you are not currently a follower of @MetroLyrics, go to <http://twitter.com/metrolyrics> and click on the button that says "follow." Once you become a follower of @MetroLyrics send a tweet that includes (i) the hash tag #LWLYBhandwrittenlyrics, and (ii) the Twitter handles @tokiohotel, @decodedltd and @MetroLyrics (For example, "I want to win #LWLYBhandwrittenlyrics from @tokiohotel, @decodedltd and @MetroLyrics!"), to receive an entry into the Sweepstakes.

5. Grand Prize: The Sweepstakes will award one (1) Grand Prize (the "**Prize**") that consists of one (1) set of four (4) handwritten lyric sheets by the recording group Tokio Hotel provided through their record label Universal Music Group. There is no certificate of authenticity available. There is no retail value for the Prize.

6. Prize Restrictions: No assignment, transfer, conversion to cash or cash redemption or substitution of the Prize is permitted, except Administrator reserves the right to substitute the Prize with a prize of comparable or greater value should the Prize or its components become unavailable. Prize is solely for personal use and may not be used in conjunction with any other promotion. All Prize details are at the sole discretion of the Sweepstakes Entities.

7. Odds/Drawing/Winner Notification. Odds of winning the Prize depends on the number of eligible entries received during the Promotion Period. The random Prize drawing will take place on or about December 19, 2014. The Prize drawing will be conducted at random by Administrator, whose decisions are final and binding in all respects. Any potential Prize Winner who is a resident of Canada will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered online or offline in order to be declared an official Prize Winner. Potential Prize winner ("**Prize Winner**") will be notified via message to their twitter account. If the potential Prize Winner cannot be reached after a reasonable effort has been made during three (3) business days from the first notification attempt, such person may be disqualified, with an alternate Prize Winner selected in accordance with these Official Rules. Administrator will only select up to two (2) alternate Prize Winners. If no contact has been made with the alternates after a reasonable effort has been made, the Prize shall not be awarded. Unclaimed Prize(s) will not be awarded.

8. Prize Taxes: All federal, state, local, provincial and other tax obligations arising from this Sweepstakes, including, without limitation, winning the Prize, will be the sole responsibility of the Prize Winner.

9. Affidavit of Eligibility/Liability Release and Publicity Release: Prize Winner may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "**Release Forms**") within two (2) days of notification of winning. Failure to return Release Forms timely, or if Prize notification or Prize is returned as non-deliverable, or if the Prize Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Prize Winner selected in accordance with these Official Rules.

10. Publicity Release Terms. Except where prohibited by law, a Prize Winner's acceptance of the Prize constitutes permission for the Sweepstakes Entities its licensors, copyright owners and production companies to use Prize Winner's name,

photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

11. Improper Conduct: Administrator, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Sweepstakes, and refuse to award the Prize or any part of the Prize, if entrant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the Sweepstakes or detrimental to other entrants of the Sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or Prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Sweepstakes. Prize Winner agrees that Administrator may void any part of the Prize that Winner may have won and/or require the return of any part of the Prize that Prize Winner may have won as a result of such improper conduct. Prize Winner further acknowledges that any forfeiture of the Prize and/or return of the Prize shall in no way prevent Administrator from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE SWEEPSTAKES ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. Integrity of Sweepstakes: If, for any the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and select the Prize Winner from entries received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

13. Lost or Corrupted Entries: The Sweepstakes Entities, and their parents, affiliated and subsidiary companies, licensors, copyright owners, production companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Sweepstakes Entities, and their parents, affiliated and subsidiary companies, licensors, copyright owners, production companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Sweepstakes, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Sweepstakes.

14. Damaged Property: Sweepstakes Entities, and their parents, affiliated and subsidiary companies, licensors, copyright owners, production companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Sweepstakes or downloading materials from this Sweepstakes.

15. Sweepstakes Errors: The Sweepstakes Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, licensors, copyright owners and production companies assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Sweepstakes; (b) in any related advertising or promotions of this Sweepstakes; and/or (c) in these Official Rules. In the event of any ambiguity (s) or error(s) in these Official Rules, Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Sweepstakes.

16. Prize and Prize Winner: The Sweepstakes Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, licensors, copyright owners and production companies assume no liability and are not

responsible for, and you/entrant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of the Prize Winner, the distribution of the Prize, the acceptance/possession and/or use/misuse of any part of the Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of the Prize or any part of this Sweepstakes.

17. Release and Indemnity: Each entrant in this Sweepstakes, including, without limitation, the Prize Winner, hereby releases and agrees to hold harmless the Sweepstakes Entities and their parents, affiliates, subsidiaries, advertising and promotion agencies, licensors, copyright owners, production companies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in this Sweepstakes and participation in any activity related to this Sweepstakes.

18. Limitation of Liability: IN NO EVENT WILL THE SWEEPSTAKES ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, LICENSORS, COPYRIGHT OWNERS, PRODUCTION COMPANIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

19. Disclaimer of Warranties: THE SWEEPSTAKES AND PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

20. Identity Disputes: In the event of a dispute as to the identity of a Prize Winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry. For purposes of these Official Rules, "**Authorized Account Holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

21. Binding Arbitration: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or this Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, in the City of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

22. Governing Law and Jurisdiction: This promotion is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 21 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.

23. Winner List/Official Rules: For the name of the Prize Winner send a self addressed stamped envelope for receipt by January 5, 2015 to "**Winner's list Tokio Hotel Handwritten Lyrics Giveaway**" c/o CBS Interactive Inc., 1401 W. Cypress Creek Rd., Suite 200, Fort Lauderdale, FL 33309. For a copy of the Official Rules send a self addressed stamped envelope to the above address marked Official Rules "**Tokio Hotel Lyrics Giveaway**" for receipt by January 5, 2015; residents from VT may omit postage on the self addressed envelope. The full name of the Prize Winner may be posted and the Official Rules will be posted on the CBSI Service.

