

VUDU - Refer a Friend Program Terms & Conditions

The following guidelines shall apply to your participation in the Refer a Friend Program:

VUDU may, from time to time, offer VUDU users the opportunity to earn rewards by referring friends to try the VUDU Service ("Refer a Friend Program" or the "Program"). Any use of the Refer a Friend Program is subject to these Refer a Friend Program Terms of Service (the "RAF Terms"), as well as the VUDU Terms of Service, located at www.vudu.com/termservice, and incorporated herein by reference. Participation in the Refer a Friend Program may require users to submit personal information about themselves and their friends, such as name and e-mail address. By participating in the Refer a Friend Program, you agree to receive communications from VUDU, and/or from our third party partner that operates and maintains the Refer a Friend Program, solely with regards to participation in the Refer a Friend Program. All information collected from a Referrer (as defined below) or a Referred Customer (as defined below) shall be subject to the VUDU Privacy Policy <http://www.vudu.com/privacypolicy.html>.

As a participant in the Refer a Friend Program, you agree to promote VUDU in the manner specified herein, thereby acting as the referrer ("Referrer"). If you do not agree to the RAF Terms in their entirety you are not authorized to register as a Referrer or to participate in the Refer a Friend Program in any manner.

Users may not participate in a Refer a Friend Program where doing so would be prohibited by any applicable law or regulations.

Users must be 18 years or older and a US resident in order to participate in the Refer a Friend Program.

We reserve the right to terminate or modify the Refer a Friend Program at any time for any reason. We reserve the right to modify or amend at any time these RAF Terms. We reserve the right to disqualify a Referrer at any time from participation in the Refer a Friend Program if the user does not comply with any of these RAF Terms. Additionally, VUDU may withhold for investigation, or refuse to process any transaction as determined by VUDU in its sole discretion.

Qualified Referrals

A Qualified Referral occurs as follows:

- 1) A new VUDU customer is considered a Qualified Referral through the Refer A Friend Program if that customer ("Referred Customer") arrives on VUDU.com via a link sent to the Referred Customer in an email ("Personal Link") from the VUDU Service as a result of the Referrer providing the Referred Customer's email address to the Refer a Friend Program.
- 2) Once the Referred Customer is on VUDU.com by way of the Personal Link, he or she must then create an account with VUDU within 90 days clicking the Personal Link.
- 3) The Referred Customer must also conduct their first transaction with VUDU in an amount equal to or greater than One US dollar (\$1.00) within 90 days of first clicking the Personal Link. Each subsequent transaction by that same Referred Customer will not amount to additional Qualified Referrals. A Qualified Referral results in a VUDU movie credit posted to the Referring Customer's VUDU Account.
- 4) This credit is not transferable or refundable, and subject to all terms relating to credits in the VUDU Terms of Service.

Distribution of a Personal Link

If a Referrer provides a Personal Link to third party by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends and family members, and must be sent to individuals known personally by the Referrer. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or

appear to constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of the Referrer's account and deactivation of the Personal Link.