

“Shelby’s First Mate Contest”

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Contest Period:** The “Shelby’s First Mate Contest” (the “Contest”) commences at 10 a.m. Eastern Time (“ET”) on July 25, 2013 and ends at 11:59:59 p.m. ET on August 29, 2013 (the “Contest Period”).
2. **Contest Overview:** The Contest challenges participants on their ability to be of assistance to Shelby Stanga. Participants have the opportunity of collecting points by engaging in the following five individual tasks: (1) Killing mosquitoes; (2) Finding Shelby’s dog Willie; (3) Piloting Shelby’s pirate ship; (4) Bagging nutria; and (5) Making turtle soup. Points will be allocated based on speed and accuracy of completing these tasks. At the end of each day, the participant with the most points for all games played that day will win the Daily Prize. At the end of each week, the participant with the most points for all games played that week will win the Weekly Prize. At the end of the Contest Period, the individuals with the best game score for the Killing Mosquitos game, the Finding Willie game, the Piloting the Pirate Ship game, the Bagging the Nutria game, and the Turtle Soup Challenge game, respectively, will win the Best in Class prize for those respective games. Also at the end of the Contest Period, the participant who collects the most points for all gameplay throughout the Contest Period will win the Grand Prize (the “Grand Prize Winner”). The participants with the second, third and fourth highest scores for all gameplay will win the First Place Prize, the Second Place Prize and the Third Place prize, respectively.
3. **Eligibility:** To enter the Contest, you must be: (i) a legal resident of one of the fifty (50) United States or the District of Columbia (the “United States”); and (ii) at least eighteen (18) years of age at the time of entry (individually, the “Entrant,” collectively, the “Entrants”). The Contest and any web pages and advertisements/promotions relating thereto are intended for viewing only within the United States. The Contest is void in Puerto Rico and where prohibited or restricted by law. Sponsor (as defined in Paragraph 14 below), Glow Interactive Inc., Axis Promotions LLC (Glow Interactive Inc. and Axis Promotions LLC are collectively hereinafter referred as “Administrators”), DIRECTV, LLC, all prize providers associated with the Contest, and all of their respective parent companies, affiliates, subsidiaries, licensors, distributors, divisions (collectively, the “Contest Entities”), and each of their respective officers, directors, employees, representatives and agents, and members of their immediate families and members of their household are not eligible to enter the Contest.
4. **To Enter:** To enter the Contest, you must (a) visit www.facebook.com/directTV (the “Website”) (or, if you are not a Facebook member, register for free), (b) hit the “like” button on the DIRECTV Facebook page; (c) visit the “SHELBY’S FIRST MATE Challenge” tab; (d) select “Go to App”; and (e) play to win the most points (each, an “Entry,” and collectively, the “Entries”).

Entrant may only enter the Contest under one Facebook account and its respective email address. Entrant entering under multiple Facebook accounts and/or email addresses will be disqualified.

Only complete Entries will be accepted. In the event of any dispute concerning the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized Facebook account or email account holder of the applicable Facebook account or email address used to enter. The Sponsor Entities reserve the right to reject any Entries that they deem, in their sole discretion, to violate any of their policies or the terms and conditions set forth in these Official Rules. Facebook is not affiliated with this Sweepstakes in any way and are not responsible for the administration of the Sweepstakes or the awarding of prizes.

5. **Prizing: Daily:** Thirty-Six (36) Daily Prize Winners will each receive a set of 4 Tervis Tumblers with Shelby sayings (approximate retail value “ARV”: \$50 each)

Weekly: Five (5) Weekly Prize Winners will each receive an LL Bean Online Gift Card (ARV: \$300 each)

Best in Class (five total winners): (1) Best in Class Skeeter Shootin’ Winner will receive an Amazon Online Gift Card (ARV \$300); (1) Best in Class Find Willie Winner will win a Willie Gift Pack consisting of a (i) First Mate Pet Tee Shirt (ARV \$21.00) and a (ii) Here We Go Paw Paw Adult T-shirt (ARV: \$32.00) and a (iii) Shelby Stanga Has Begonias hat (ARV: \$17.00); (1) Best in Class Pilot the Pirate Ship Winner will win a Garmin eTrex 20 Worldwide Handheld GPS Navigator (ARV: \$167); (1) Best in Class Bag the Nutria Winner will receive a Dick’s Sporting Goods Online Gift Certificate (ARV: \$250); and (1) Best in Class Turtle Soup Challenge Winner will receive a (i) Turtle Soup Tonight T-shirt (ARTV: \$27.00) and a (ii) Williams-Sonoma Online Gift Card (ARV: 300)

Grand Prize (1) Grand Prize Winner will receive a check in the amount of \$2500.

First, Second and Third Prize Winners (3) each will receive a check in the amount of \$1000.

Total ARV of the Daily, Weekly, Best in Class, Grand, First, Second and Third Place Prizes (each, a "Prize," collectively, the "Prizes") is Nine Thousand Nine Hundred Fourteen Dollars (\$9,914).

6. **Winner Notification:** The potential Daily, Weekly, Best in Class, Grand, First, Second and Third Place Prize winners will be notified via phone and/or email by September 16, 2013. A player can potentially win more than one prize. Each potential winner will have seven (7) days to respond. If a potential winner cannot be contacted or does not respond within such period of time or chooses not to accept his/her prize, such potential winner will be disqualified and the next potential winner with the highest score will be selected from the remaining eligible Entries received.

7. **General Prize Conditions/Restrictions:** Contest Entities are not responsible for any mechanical difficulties or failure connected with the Prizes, or any act or omission whatsoever. No transfer, substitution, or cash equivalent for the Prizes is allowed except at Sponsor's sole discretion. Sponsor reserves the right in its sole and absolute discretion, to substitute the Prizes or components of the Prizes with a prize of equal or greater value, if a prize component cannot be awarded as described for any reason. Any difference between the ARV and the actual value, if any, of the Prizes will not be awarded. If Sponsor is unable to award a Prize after three attempts, the Prize(s) will not be awarded.

8. **Contest Conditions:** By submitting an Entry, each participant (whether declared an official winner or not) agrees (and agrees to affirm such in writing) to (i) abide by and be bound by these Official Rules and the decisions of the Sponsor on all matters relating to this Contest, which decisions are final and binding in all respects, (ii) waive any right to claim ambiguity in the Contest or these Official Rules, (iii) forever and irrevocably release, discharge, indemnify and hold harmless the Contest Entities, and each of their respective officers, directors, licensors, employees, representatives and agents (the "Released Parties") from any liability, claims, demands, and cause of action from personal injury, loss or damage, including death, or property damage, theft, or loss suffered or resulting in whole or in part, directly or indirectly, from participation in this Contest or the use, misuse or acceptance or possession of the Prizes or any portion thereof, or participation in any Contest-related activity; (iv) grant Contest Entities (where permitted by law) the right to use his/her name, address (city and state only), and biographical information on a worldwide basis, in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation and, (v) warrant and represent that the use of the materials submitted in this Contest will not violate the rights of any third parties. Entries must be in keeping with Sponsor's positive image, as determined by Sponsor and Administrators in their sole discretion. Any materials containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by Sponsor or Administrators) will not be accepted and the associated Entry will be disqualified. All federal, state or other tax liabilities (including income taxes) arising from the Prizes contained in this Contest will be solely the responsibility of respective Daily Prize Winners, Weekly Winners, Best in Class Winners, Grand Prize Winner, First Place Winner, Second Place Winner and Third Place Winner (collectively, the "Winners"). Receipt of any of the prize components of this Contest is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Noncompliance with any of the above will result in disqualification.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Contest and award the Prizes from among the eligible Entries received up to the time of the impairment.

Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion.

9. **Qualification of Winner:** Before a potential winner will be deemed an official winner, he/she will be required to execute and return an Affidavit of Eligibility, a Liability Release/Publicity Release (except where prohibited) (the "Affidavit/Release") and any other legal documents that Sponsor may require, including, but not limited to, a W-9 tax form, within three (3) business days from the date of Sponsor sending such documents to the potential winner or be subject to disqualification. The potential winner must be able to provide proof that the potential winner is eligible to be deemed an official winner to Sponsor and/or Administrators' satisfaction. If the documents are not returned within that time, or potential winner or official winner is found to be ineligible, or does not comply with the Official Rules, then he/she will be disqualified

and an alternate potential winner may be selected. A prize notification being returned as undeliverable will result in disqualification of such Entry.

10. **Limitation of Liability:** Released Parties are not responsible for any claims, damages, lawsuits, causes of action, proceedings, or liability due to any injuries, theft, damages, expenses, costs, or losses to any person (including death) or property of any kind resulting from, arising from, or in connection with, in whole or in part, directly or indirectly, from i) any typographical or other error in the printing of the Official Rules, offering or announcement of any prize or any ambiguity in the Official Rules, ii) lost, late, stolen, misdirected, damaged, incomplete or garbled Entries, iii) any error in the collection or retention of entry information, including, but not limited to, incorrect or inaccurate transcription, receipt or transmission of any part of the Entry due to human error, iv) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, or any of their agents or employees, v) the Contest and any elements thereof, and the participation or inability to participate in any Contest-related activity or participation in this Contest, including, but not limited to, any damage to participant's (or any third person's) telephone system and/or its contents related to or resulting from any part of the Contest, vi) any malfunction of the telephone system, whether technical or due to human error in nature, lost/delayed data transmission, omissions, interruptions, deletion, defect, line failures, postponement, cancellation, or modification of the Contest, including, but not limited to, interruption or inability to access the Contest due to hardware or software compatibility problems of any telephone network (TSP), computer online systems (ISP), servers or providers, computer equipment, software, failure on account of technical problems or traffic congestion on the internet or at any website or any combination thereof, including injury or damage to participants or to any other person's telephone system related to or resulting from participating, vii) acceptance, receipt, possession, attendance at, travel related to, defects in, misuse, inability to use, or use of any prize element contained in the Prizes, including, but not limited to, lost, stolen, damaged, delayed, or misdirected or destroyed Prizes (or any element thereof), or viii) any change in the prizing (or any components thereof) due to unavailability, any of which is due to reasons beyond Contest Entities' control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure including, but not limited to, overloading of the Website due to excessive use, threatened or actual terrorist acts, air raid(s), blackout(s), act(s) of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic(s), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Contest Entities' sole and reasonable control, or as otherwise permitted in these Official Rules.

Winners hereby acknowledge that the Contest Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participating in this Contest or use or redemption of the Prizes. In the event a potential winner or official winner is disqualified for any reason under the provisions of these Official Rules, such potential winner or official winner and all rights to any prize will be forfeited in its entirety and Sponsor will select the next potential winner with the highest score from the remaining eligible Entries received, if time permits.

WITHOUT LIMITING THE FOREGOING, THE CONTEST, THE PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW 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.

Sponsor reserves the right in its sole discretion to disqualify any individual that Sponsor or Administrators find to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. **Governing Law/Jurisdiction:** The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of New York (as distinguished from the choice of law rules) applicable to contracts made and performed entirely in New York and where the relevant contacts are with such state. The New York courts (state and federal) shall have sole jurisdiction of any controversies regarding the Contest. Each participant waives any and all

objections to jurisdiction and venue in these courts and hereby submits to the jurisdiction of those courts. Except where prohibited, as a condition of participating in this Contest, each participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, the Prizes awarded, or the determination of the official Winners shall be resolved individually, without resort to any form of class action. Participant further agrees that in any cause of action, the Contest Entities' entire liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and participant further waives all rights to have damages multiplied or increased.

12. **Use of Information:** By entering the Contest you agree that your Entry and any other personally identifiable information collected or used in connection with the Contest may be used by Sponsor in accordance with its Privacy Policy, as posted at <http://www.aenetworks.com/privacy>, and Terms of Use, as posted on <http://www.aenetworks.com/terms>, and Facebook's Terms and Conditions and Privacy Policy.

13. **Official Rules/Winners List:** To receive the name of the Winners or an additional copy of these Official36* Rules, send a self-addressed, stamped envelope to: "Shelby's First Mate Contest" c/o A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017. Attention: Distribution Department. Please specify "Rules" or "Winner Info". All requests must be received by October 30, 2013. Vermont residents may omit return postage if requesting a set of Official Rules. You may also view the Official Rules by visiting www.facebook.com/directv during the Contest Period.

14. **Sponsor:** A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017

15. **Administrator:** Glow Interactive, Inc., a New Jersey corporation, with its principal place of business located at 333 Hudson Street, Suite 302, New York, New York 10013 ("Glow"), and Axis Promotions LLC, 8 West 38th Street, 3rd Floor, New York, NY 10018.