

RED 2 BLU
RED2BLU PROGRAM TERMS

1. Thank you for participating in Warner Bros. Home Entertainment Inc.'s "Red2Blu" Promotion Program (the "Program"). Please note that in participating in the Program, you accept and agree to each of the following terms and conditions, as well as the Terms and Conditions, Privacy Notice and Security Policy of the WBSshop.com site (the "Red2Blu Program Terms"). Warner Bros. Home Entertainment Inc. **may at its discretion change, amend or modify the Red2Blu Program Terms at any time without notice**, provided that once any particular order is made such order will be governed by the Red2Blu Program Terms in effect when the order was made.
2. You must be eighteen (18) years to participate in the Program.
3. **Individual Titles**: For \$4.95 per Blu-ray title ordered, plus \$6.95 shipping & handling to the contiguous 48 United States and the District of Columbia, and \$8.95 shipping & handling to Alaska, Hawaii and Puerto Rico, plus taxes, you may choose to obtain a "Participating Title" (click here for a list of Participating Titles) on Blu-ray in exchange for providing to Warner Bros. Home Entertainment Inc. the original HD DVD artwork packaging sleeve of the same Participating Title.
4. **Collections**: You may also order select Blu-ray collections. For payment of the corresponding price (click here for a list of "Participating Collections" and corresponding prices), plus \$6.95 shipping & handling (or \$8.95 in the case of shipping and handling to Alaska, Hawaii and Puerto Rico), plus taxes, you may choose to obtain a Participating Collection on Blu-ray in exchange for providing to Warner Bros. Home Entertainment Inc. each original HD DVD artwork packaging sleeve (i.e., each individual sleeve in the Collection) of the same Participating Collection.
5. **Limit**: You may only order, collectively, up to a total of twenty-five (25) Participating Titles and/or Participating Collections combined per household.
6. Warner Bros. Home Entertainment Inc. reserves the right at its discretion to offer other promotional offerings, including coupons and/or other discounts, to individuals who participate in the Program and to terminate any such promotional offering, or to modify or otherwise alter its terms, at any time; provided that individuals participating in the Program will be entitled to receive only the promotional offering, if any, that exists at the time of their purchase of the Blu-ray version(s) of the Participating Title(s) and/or Participating Collection(s).
7. To participate in the Program, you must follow these instructions:

To place your order and ship your sleeves:

- a. Select the “CLICK HERE TO START” button.
- b. Select the Participating Titles and/or Participating Collections you want to order.
- c. Click CHECKOUT.
- d. Entire the required information and follow the payment instructions.
- e. **Print out the pre-paid, pre-addressed PDF shipping label, which contains the necessary postage, which will be attached to your order confirmation e-mail.** You do not need to add any other postage.
- f. Place in an envelope no larger than 8½” X 11” (i) your HD DVD artwork packaging sleeve(s) (send only the sleeve(s), no discs) and (ii) the label with the barcode.
- g. Affix the address shipping label to the envelope and mail it.

To remove your HD DVD artwork packaging sleeves:

The artwork packaging sleeve can be removed by opening and bending back the HD DVD case back and sliding the sleeve up. [insert diagram]

If you are ordering a Participating Collection, you must send the artwork packaging sleeve of each HD DVD case in the Collection.

8. If you place two or more separate orders under the Program for up to the maximum of twenty-five (25) Participating Titles/Collections per household permitted under the Program, the \$6.95 (or \$8.95 in the case of Alaska, Hawaii and Puerto Rico) shipping and handling fee will apply to each order.
9. Each household may only obtain a single copy of a Participating Title or Participating Collection. An order for two of the same Participating Title or Participating Collection will not be honored. Rather, the order will be honored only as to one copy of the Participating Title or Participating Collection so long as the order otherwise complies with the Red2Blu Program Terms.
10. The HD DVD artwork packaging sleeve of the Participating Title must be:
 - a. the original artwork packaging sleeve - copies are not valid.
 - b. the entire sleeve – ripped, cut up or partial sleeves are not valid.
 - c. in good condition.
11. To participate in the Program, you must provide a residential address to which the Blu-ray version of the Participating Title(s) will be sent. **P.O. Boxes are not acceptable and will not be honored.**

12. Once your order is received, a confirmation e-mail will be sent to the e-mail address you have provided. You will receive a second confirmation e-mail once your Blu-ray order has shipped.
13. The replacement Blu-ray version of the Participating Title may have **different special features and/or bonus material** than contained on the HD DVD version of the Participating Title, including much less or no special features and/or bonus material, and/or the Blu-ray version may have **a different aspect ratio** (e.g., may be full screen instead of wide screen or vice versa) and/or the Blu-ray version may have a **different rating or no rating**.
14. **The Program may be terminated by Warner Bros. Home Entertainment Inc. at any time and if not terminated by December 31, 2009, the Program shall be deemed to expire on December 31, 2009.** If the Program is terminated, all exchange requests made prior to the termination date will be honored; provided that the corresponding artwork packaging sleeves are received no later than three (3) weeks following the termination of the Program. If the Program is not terminated and expires on **December 31, 2009**, all exchange requests made prior to December 31, 2009 will be honored; provided that the corresponding artwork packaging sleeves are received by **January 21, 2010**.
15. All artwork packaging sleeves submitted under the Program shall become the property of Warner Bros. Home Entertainment Inc. and shall not be returned to you. Also, if your household submits (i) artwork packaging sleeves corresponding to more than twenty-five (25) Participating Titles and/or Participating Collections or (ii) HD DVD artwork packaging sleeves of non-participating titles or non-participating collections, Warner Bros. Home Entertainment Inc. shall have no obligation to return to you any such HD DVD artwork packaging sleeves.
16. The Program is (1) open to legal residents in the contiguous 50 United States, the District of Columbia and Puerto Rico who are 18 years of age or older and have Internet access; (2) void in the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever prohibited or restricted by law; and (3) subject to all applicable federal, state and local laws.
17. Participation in the Program is not valid in combination with any other offer.
18. Warner Bros. Home Entertainment Inc. and its affiliates and divisions are not responsible for late, lost, stolen, delayed, unpostmarked, postage due, illegible or misdirected mail.
19. Allow four (4) to five (5) weeks for processing. If you have not received your Blu-ray discs by the time allotted, you may send an inquiry via e-mail to following address **service@red2blu.com**. Please reference your order number.

20. Submissions to the Program which do not strictly comply with the Red2Blu Program Terms, including fraudulent requests, are invalid and will not be honored.
21. Any inadvertent exception to any of a Program Rule shall not be deemed a waiver of Warner Bros. Home Entertainment Inc.'s right to enforce all such a Program Rule or any other Program Rule.