

Broadcast Text-2-Win Sweepstakes with Automatic Mobile Alert Opt-In

Reno Bighorns Courtside Experience Official Rules

NO PURCHASE OR TEXT MESSAGING NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR TEXT MESSAGING WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

This Sweepstakes is open to legal residents of **Nevada & California**, 13 years of age or older as of date of entry. Void in Puerto Rico, all U.S. territories and possessions, overseas military installations and everywhere else outside the U.S. and where prohibited, or otherwise restricted by law. Subject to all federal, state and local laws.

The **Reno Bighorns Courtside Experience** ("Sweepstakes") begins **2/11/10** at **12am** and ends on **3/13/10** at **12AM**, ("Promotion Period"). Dates and times may change subject to broadcast schedule. See your local T.V. listings for information. The sponsor of this Sweepstakes is **Reno Bighorns NBA D-League, P.O. Box 40130, Reno, NV 89504** (the "Sponsor"). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

1. **TO ENTER:** There are two ways to enter:

A. VIA TEXT:

Watch Sponsor **Reno Bighorns NBA D-League on Charter Cable** during the Promotion Period. When the keyword is announced during the commercial broadcasting, send a text message to **42689** with the keyword, **BIGHORNS**, in the body of the message. In addition to being entered in to the Sweepstakes, those who send the keyword **BIGHORNS** to **42689** using the text-messaging feature on their mobile phone will win a pair of tickets to an upcoming Reno Bighorns home game, while supplies last, supplies are limited, and will be automatically offered the opportunity to be signed up to receive alerts and updates on behalf of **Reno Bighorns D-League**. Entrants will be given the opportunity to "opt out" (or unsubscribe) from the Messaging Service each time they receive a text message by sending **STOP** to short code **42689**. Cancellation by this method will NOT eliminate an otherwise valid entry into the Sweepstakes.

The Messaging Service is provided FREE of charge outside of the standard text-messaging rates, fees and charges for text messages sent and received from that entrant's handset according to the terms and conditions in their wireless calling plan. Sweepstakes Entities are not responsible for any charges from the cellular phone provider made to the entrant.

All entries must be received no later than **3/13/10** at **12AM (Pacific ZONE)**. Entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text messaging method. Entrants will be sent a text

message that confirms entry into the Sweepstakes. Entrants entering by text will be charged standard text messaging rates for text messages sent and received from their handset according to the terms and conditions in their wireless calling plan. Text messaging and wireless service are not available in all areas. Sponsor reserves the right in its sole discretion to disqualify any text message entry at any time which in Sponsor's opinion does not comply with these Official Rules.

B. VIA in store registration:

Entry is available at Reno Bighorns NBA D-League offices for free without sending a text message during the Promotion Period.

Limit 1 entries per person during the Promotion Period regardless of method of entry. All eligible entries must be received no later than **3/13/10 at 12am Pacific Zone.**

All entries become the sole property of Sponsor, **Charter Media** and Vibes Media, LLC (collectively "Sweepstakes Entities") and will not be acknowledged or returned. Incomplete entries are void. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, by cellular phone, or uses any robotic, automatic, mechanical or programmed device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sweepstakes Entities, will be disqualified. If you send your entry via text message, the prize will be awarded to the name corresponding to the Mobile Telephone Number (MTN) indicated on your entry. If you send your entry online, prize will be awarded to the name on the online entry form. In the event of a dispute as to the identity of an entrant, entry will be declared made by the authorized account holder submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a mobile telephone number/email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses, telephone numbers or wireless phone numbers for the telephone exchange associated with the submitted telephone number/email address or the domain associated with the submitted telephone, as applicable. In the event of a dispute as to the identity of an entrant, the potential winner may need to present a bill to confirm his/her status as the authorized account holder of the account used to submit the winning entry.

Sweepstakes Entities and their respective parents, subsidiaries and affiliates are not responsible for late, lost, delayed, unclear, unintelligible, incomplete, misdirected, stolen, ineligible or damaged entries which will be disqualified or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to play or participate, or by any human error that may occur in the processing of the entries in the Sweepstakes. If for any reason, (including infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond reasonable control of Sweepstakes Entities and their respective

parents, subsidiaries and affiliates, that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes), and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sweepstakes Entities shall have the right, at their sole discretion, to cancel, terminate, modify or suspend this Sweepstakes, and to select the prize winners in a random drawing from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sweepstakes Entities. Sponsor shall have no further obligation to any participant in connection with the Sweepstakes. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law.

2. Random Drawing/Notification: A random drawing will be conducted on or about **3/14/10** from all eligible entries received for the Sweepstakes. Prize drawing will be conducted by **Charter Media** ("Administrator"), whose decisions shall be final and binding, as the administrator of the Sweepstakes. The winners will be notified by telephone, email or text message, depending on the method of entry. Winners must respond to such notification within **7 days** after the notification is sent or an alternate winner may be selected from the remaining eligible entries. Upon prize forfeiture, no compensation will be given. The prize winners may be required to complete, sign and return a notarized Affidavit of Eligibility/Liability and Publicity Release (where permitted by law) as well as any other documents which may be required by Sponsor or prize provider, all of which must be received fully-executed within **7 days** of date of notification or he/she may be disqualified and prize may be forfeited and awarded to an alternate.

3. Prizes: 1 Grand Prize- 1 Reno Bighorns Courtside Experience Grand Prize. Includes 4 tickets to a Courtside Table and 4 Reno Bighorns T-Shirts. Total value: \$240.00.

Odds of winning a Prize depends on the number of eligible entries received.

Prize won by a minor will be awarded in the name of the minor's parent/legal guardian. Minor's parent/legal guardian will be responsible for executing the required documentation detailed above. Winners are solely responsible for all applicable federal, state and local taxes and any other expenses and costs not expressly listed above. Prizes will be accepted "as is" and are non-transferable and non-assignable. Sweepstakes Entities, in their discretion, may substitute a prize (or prize component) of equal or greater value for any reason. At the Sweepstakes Entities' sole discretion, Sweepstakes entrants may be disqualified at any time for any reason permitted by these rules.

4. Eligibility: Sweepstakes is open to legal residents of **Nevada & California, 13** years of age or older as of date of entry. Individuals employed by Sponsor, **Charter Media**, Administrator or any of their respective parent and affiliated companies, subsidiaries, advertising and promotional agencies and any and all other companies associated with the Sweepstakes and their immediate families (parent, siblings, children and spouse) and persons residing in the same household (whether related or not) of such employees are not eligible to enter or win. If you are not the age of majority in the jurisdiction in which you reside, you will need to obtain permission from your parent/legal guardian in order to be declared the Winner. Void in Puerto Rico, the U.S. Virgin Islands, all other U.S. territories and possessions, U.S. Military installations in foreign

countries, anywhere outside of the U.S and where prohibited, taxed or restricted by law.

5. General: By entering, all entrants agree to be bound by these Official Rules and by the decisions of the Sweepstakes Entities, which shall be final and binding. Sweepstakes Entities may prohibit any entrant or potential entrant from participating in the Sweepstakes, if at the sole discretion of Sweepstakes Entities, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sweepstakes Entities, or their agents or representative; or (2) in any other disruptive manner.

By participating in the Sweepstakes by text message entries all entrants will allow Vibes Media, LLC to communicate with them on behalf of Sponsor. By accepting prize, the winner grants to Sweepstakes Entities the right to use winner's name, likeness, image, voice, hometown, and biographical information in any advertising, trade or promotion, including on the Internet or via wireless application protocol, without further notice, compensation or permission, except where prohibited by law. If the winner is a minor under the law of his/her jurisdiction of residence, his or her respective parent or guardian will be required to execute an Affidavit acknowledging, confirming and consenting to the Liability Release and Publicity Consent.

Any personal information supplied by any entrant to Sweepstakes Entities will be subject to Sponsor privacy policy posted at **Charter Media**. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified. The use of automated entry devices or any other conduct that impedes the integrity of the Sweepstakes is prohibited. Sponsors' decisions as to all matters related to the administration of the Sweepstakes and selection of the prize winners are final.

6. Indemnification: By entering entrant agrees to release, defend, hold harmless and indemnify Sponsor, **Charter Media**, Administrator and their respective parents, subsidiaries, affiliates, contractors, directors, officers, governors, employees, shareholders and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) any damage to entrant's cellular telephone or computer relating to or resulting from entering or downloading materials or software in connection with entering this Sweepstakes; or (ii) any injuries, losses, or damages of any kind caused by the acceptance, possession, use or misuse of a prize awarded in the Sweepstakes, including but not limited to any claims for damage to property, personal injury, death or claims based on defamation, rights of privacy, rights of publicity or merchandise delivery. False or deceptive entries or acts will render the entrant ineligible. 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, THE SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Entities are not responsible for any printing or typographical errors in these Official Rules or any other materials associated with the Sweepstakes. Entrants enter at their own risk and Sweepstakes Entities' are not responsible for and shall not be liable for

any condition caused by events beyond their control that may cause the Sweepstakes to be disrupted or corrupted.

7. Arbitration and Choice of Law: This promotion is intended for participation in the United States only and shall be construed only according to United States Law. Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant and Sponsor agree that (1) any and all disputes and causes of action arising out of or connected with this sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of **Nevada** without regard to **Nevada's** choice of law rules.

8. Winner's Name and Official Rules: You may request official rules or winner's name by sending a self-addressed, stamped envelope by **3/30/10** to: **Charter Media** Winners List or Official Rules Request (*specify which you are requesting*) c/o **Steve Funk/Charter Media 9335 Prototype Dr. Reno NV 89521** residents may omit return postage. You can also access the rules (available during the Promotion Period) and winner's name (available after **3/14/10**) at **renobighorns.com**

9. Sponsor: Reno Bighorns NBA D-League, P.O. Box 40130, Reno, NV 89504.
Administrator: Vibes Media, 205 W. Wacker Drive, Suite 2300, Chicago, IL 60606.