C SPIRE™ Jackson Fiber to the Home Pre-Registration Drawing

OFFICIAL RULES & REGULATIONS

NO PURCHASE, C SPIRE WIRELESS MOBILE PHONE OR CONTRACT, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF MISSISSIPPI WHO, AS OF DATE OF ENTRY, ARE AT LEAST 18 YEARS OLD. VOID IN ALL OTHER JURISDICTIONS AND WHERE PROHIBITED BY LAW.

C SPIRE will sponsor the "Jackson Fiber to the Home Pre-Registration Drawing" ("Promotion"), beginning November 1, 2014 at 12:00 AM Central time and ending November 15, 2014 at 11:59 PM Central time. C SPIRE will conduct a random drawing to select three (3) winners from all entrants prior to the end of the Promotion.

ELIGIBILITY: Promotion is open only to legal residents of Mississippi who are at least 18 years old as of the date of entry, ("Entrants"). Minors are ineligible to participate in the Promotion. Offer void where prohibited by law. Employees, contingent staff persons, officers and directors, together with relatives (parents, grandparents, children, grandchildren, siblings and spouses of each) and/or those living in the same households, of C SPIRE and its parents, subsidiaries and affiliates are ineligible to participate in the Promotion or win any Promotion prize. By entering the Promotion, an Entrant will be deemed to have read, understood and agreed to these Official Rules and to agree to continue to comply with the terms and conditions of these Official Rules throughout the Promotion.

PARTICIPATION. All Entrants who meet the eligibility requirements of these Official Rules are eligible for the Promotion. Entrants may obtain an entry by either (1) pre-Registering for Fiber to the Home Service in the City of Jackson, Mississippi at www.cspire.com prior to November 15, 2014 at 11:59 PM Central time; or (2) Obtaining a Complimentary Entry by using the alternate means set out below. Entrants will receive one (1) entry into the Promotion by pre-registering for Fiber to the Home service within the city limits of Jackson, Mississippi. A deposit is required for pre-registration. See www.cspire.com for details. <u>Pre-registration for Fiber to the Home Service is not required to enter the Promotion</u>. Entrants may enter the Promotion by using the alternate means of Promotion entry set out in the paragraph below. Multiple home address entries will be void and not eligible to win. Limit one (1) entry per Entrant, regardless of means of participation.

NO PURCHASE NECESSARY. Entrants may enter the Promotion without pre-registering for Fiber to the Home Service in the City of Jackson by legibly printing the Entrant's name, street address, city, state, postal code, telephone number and complete email address, on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. All mail entries must be received by C Spire prior to November 15, 2014 at 11:59 PM Central time to be entered in the Promotion.

PRIZE. At the end of the Promotion, there will be a random drawing with three (3) separate winners of the Promotion each receiving two (2) tickets to the 2014 Egg Bowl between Mississippi State and Ole Miss on November 29, 2014, in Oxford, Mississippi (the "Prize"). There will be no substitutions. The Prize is non-transferable and cannot be redeemed for cash or any other item.

PROMOTION DRAWS. The drawing will be held at the end of the Promotion. The winners will be determined by a random drawing from all eligible entries. The odds of winning depend on the number of eligible entries received for the Promotion. The odds of an entry winning the Prize will be the same for each entry, depending on the number of eligible entries received.

PRIZE AWARDING. The winners will be notified by C SPIRE by email within five (5) days of the drawing. The Prize will be awarded only on verification by C SPIRE that all Promotion requirements have been met. The winners will have five (5) calendar days from notification to accept the Prize by email and will be instructed whom to contact at that time. C SPIRE is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify a winner. If a winner cannot be contacted within the allotted time, C SPIRE reserves the right to void that entry and select another eligible Entrant. In order to be declared an official winner, each selected Entrant will be required to complete, sign and return to C SPIRE a Declaration and Release Form within five (5) days of receipt. If a selected Entrant fails to complete, sign and return the Declaration and Release Form to C SPIRE within five (5) days, C SPIRE reserves the right to void that entry and select another eligible Entrant for the Prize. By completing, signing and returning the Declaration and Release Form, the Entrant (i) confirms compliance with these Promotion Rules and Regulations, (ii) releases and forever discharges C SPIRE, its affiliates and subsidiaries, and its advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize, and (iii) gives permission to C SPIRE, at its option, to publish or otherwise use the Entrant's name, address, photograph, voice and comments, without compensation, in any publicity carried out by C SPIRE or its advertising agencies. The Prize will be delivered by C SPIRE to each winner at the mailing address listed in the C SPIRE system for such winner prior to the Egg Bowl after the Prize has been officially declared won.

CHANGE OF ADDRESS POLICY. It is the sole responsibility of the Entrant to notify C SPIRE in writing if the Entrant changes his/her address, e-mail address, and/or telephone number. To do so, write to C SPIRE at 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157.

C SPIRE RESERVES THE RIGHT TO MAKE CHANGES TO THESE OFFICIAL RULES WITHOUT NOTICE AT ANY TIME.

OFFICIAL WINNERS. To obtain a copy of the official winners or a copy of these Rules and Regulations, send your request on or after December 1, 2014 to 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. Requests must enclose a self-addressed stamped envelope.

This Promotion is sponsored by C SPIRE, 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. The decision of C SPIRE management in their interpretation of these Official Rules is final. By participating in the Promotion, each Entrant agrees to be bound by the decisions of C SPIRE's management and these Official Rules. Your participation in the Promotion shall be deemed to be your complete acceptance of the terms and conditions set forth herein by C SPIRE.

C SPIRE, its representatives, agencies and employees, are not responsible for any changes or difficulties in prize delivery. This Promotion and all accompanying materials are copyright © 2014 by C SPIRE.

INDEMNITY. Entrant agrees to indemnify and hold C Spire harmless from any third party claims arising from or related to Entrant's participation in the Promotion. By participating, Entrant agrees that C Spire's involvement in the development, production, implementation and distribution of this Promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Promotion, including entry and participation in this Promotion and acceptance, possession, use or misuse of the Prize. Entrant agrees that in the event of any third party claims, damages, losses or injuries, arising from or relating to this Promotion, Entrant will indemnify and hold C Spire harmless from any and all such claims, damages, costs, and expenses (including the attorneys' fees) related thereto. C Spire shall not be responsible for any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury.

LIMITATION OF LIABILITY AND DISPUTE RESOLUTION. C SPIRE SHALL HAVE NO LIABILITY OR OBLIGATION IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY ENTRANT, SUCH AS, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, LOST DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND, ARISING OUT OF THE DOWNLOAD, INSTALLATION AND/OR USE OF CSPIRE.COM, ITS SOCIAL MEDIA PROPERTIES (THE "SITES"), CONTENT ON THE SITES OR ACCESSIBLE THROUGH THE SITES, THE APPS, THE ACTS OR OMISSIONS OF ANY THIRD PARTY, OR FOR ANY CONTENT PROVIDED BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER C SPIRE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT CAUSED BY C SPIRE'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY. C SPIRE MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

ENTRANT AGREES THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN ENTRANT AND C SPIRE, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THE PROMOTION, THESE RULES AND REGULATIONS, OR SERVICES PROVIDED BY C SPIRE, INCLUDING ACCESS AND/OR USE OF THE SITES AND/OR ANY APP, WHETHER ARISING BEFORE OR AFTER THE PROMOTION PERIOD, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE, ADVERTISING OR PROMOTION PROVIDED BY C SPIRE, INCLUDING, BUT NOT LIMITED TO, ACCESS AND/OR USE OF THE SITES AND APPS. SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH YOU AND C SPIRE AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH

ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS.

C SPIRE RESERVES THE RIGHT TO MODIFY THESE OFFICIAL RULES WITHOUT NOTICE AT ANY TIME IN ITS SOLE DISCRETION.

CHILDREN AND MINORS. Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), C SPIRE will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent. Additional information can be found on the U.S. Federal Trade Commission web site.

PRIVACY POLICY. Any personally identifiable information that is collected as a result of Entrant's participation in the Contest will be collected by C Spire and used by C Spire for purposes of the proper administration and fulfillment of the Contest as described in these Rules and Regulations and other applicable terms, conditions or agreements with C Spire. However, such information will always be used in accordance with C Spire's current Privacy Policy found at www.cspire.com/privacypolicy.

MISCELLANEOUS. Liability for any applicable taxes imposed by any government, if any, on the Prize won is the sole responsibility of the winner of such Prize. C SPIRE shall not be responsible or liable to any Entrant for any losses, damages or costs incurred as a result of an Entrant entering the Promotion or use of the Prize won in connection with this Promotion or the failure by C SPIRE to deliver the Prize to a winner in accordance with the Promotion Rules and Regulations. By participating in the Promotion, each Entrant agrees to release and hold harmless C SPIRE and the employees, officers, directors, shareholders, agents, representatives of C SPIRE, its parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion or resulting from acceptance, possession or use of the Prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Entrants' personal information is protected by C SPIRE's privacy policy which can be found at www.cspire.com/privacypolicy. All federal, state and local laws and regulations apply.

These Official Promotion Rules & Regulations may not be reproduced or reprinted in part or in their entirety without the express prior written permission of C SPIRE.

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