## DataVox iPad Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. The DataVox iPad Sweepstakes is sponsored by DataVox Inc. 2000 West Sam Houston Parkway South, Houston TX 77042.

- 1. ELIGIBILITY: Open only to legal residents of the state of Texas, who are 18 years of age or older at time of entry, and who "like" DataVox's Facebook page. Any entries not eligible for any reason will be disqualified from winning the prize. Employees of DataVox, and its parent, affiliates and subsidiaries involved in this Sweepstakes, and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each, whether or not related, are still eligible to participate in or win the Sweepstakes. Void where prohibited by law. All applicable federal, state and local laws apply.
- 2. HOW TO ENTER: Regular Entries: Beginning approximately 4:00 pm Central Daylight Time ("CDT") on May 1, 2012, through 5:00 pm CDT on July 31, 2012, (the "Entry Period"), log in to your Facebook account, like the DataVox Facebook page (http://www.facebook.com/datavox), click on the Sweepstakes button, and follow the on-screen entry instructions to enter the DataVox Sweepstakes. Limit one (1) regular entry each per person via Facebook during the Entry Period.

In order to receive a valid entry into the Sweepstakes, you must follow all instructions, including providing required personal information (email address) during the Entry Period. Entries must be received by 5:00 CDT on July 31, 2012. One (1) winner will be chosen from among all eligible entries received during the Entry Period by DataVox as of 5:00 PM on July 31 2012. Decisions of DataVox are final and binding with respect to all matters related to the Sweepstakes.

Entries generated by script, macro or other automated means are void, as are entries that are illegible, garbled, incomplete or that contain errors. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply.

- 3. RANDOM DRAWING/WINNER NOTIFICATION/VALIDATION: One (1) winner will be selected in a random drawing the last week of the Entry Period at about 5:00 pm CDT, on July 31, 2012. The winner will be selected from among all eligible entries received during the Entry Period by DataVox, whose decision is final and binding with respect to all matters related to the Sweepstakes. The winner will be notified by either mail, email, and/or phone. Noncompliance with these Official Rules or the return of any prize/prize notification may result in disqualification and, at DataVox's discretion, an alternate potential winner may be selected by random drawing from among all remaining eligible entrants. Any winner later determined to be ineligible may be required to return his/her prize. All prizes will be awarded.
- 4. PRIZE AND ODDS: The winner will receive one Apple iPad® 3 with Wi-Fi + \$G LTE 32GB (Approximate Retail Value \$729). All prize details are at the sole discretion of DataVox. No substitution or transfer of prize except at DataVox's sole discretion; if any advertised prize

becomes unavailable, DataVox may award a substitute of comparable value. Odds of winning will depend upon the number of eligible entries received. Sweepstakes is open to all eligible Internet users in the State of Texas.

5. GENERAL RULES: Acceptance of prize constitutes permission to DataVox and its designees to use winner's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, entrant (i) agrees to release and hold DataVox, its parent, affiliates, subsidiaries, and advertising and promotion agencies, Facebook, Twitter, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Sweepstakes or misuse, nonuse or use of any prize (including any travel or activity related thereto); (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered entries or referrals; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. DataVox reserves the right at its sole discretion, to cancel, suspend or modify the Sweepstakes, or to disqualify any implicated entrant(s), (and their entries) if any fraud, virus, actions by entrants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Sweepstakes, as determined by DataVox at its sole discretion. In the event of cancellation, DataVox reserves the right, at its sole discretion, to award the prize in a random drawing from among all eligible, non-suspect entries received up to the time of the event or action warranting such cancellation. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted at www.datavox.net. CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, DataVox reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via Internet and a dispute arises regarding a specific individual entitled to receive a prize, entries made by Internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes.

- 6. WINNER'S NAME: The contest winner will be posted on <u>www.datavox.net</u>. As well as on various social media outlets including Facebook, Twitter, Google+ and LinkedIn.
- 7. NO WARRANTIES: DataVox makes no warranties covering any of the prizes furnished as part of this Sweepstakes.
- 8. GOVERNING LAW: This Sweepstakes and the rights and obligations of DataVox and participants will be governed by and controlled by the laws of the State of Texas, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within the State of Texas. The parties consent to the jurisdiction of the state courts of Texas and federal court located with such state and county with respect to any action, dispute, or other matter pertaining to or arising out of this Sweepstakes.
- 9. PRIVACY: Information supplied by entrants will be used in accordance with DataVox's Privacy Policy, your information will not be given to any other businesses.
- 10. NO IMPLIED ENDORSEMENT: This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.