

VERIZON WIRELESS ULTIMATE REIGN COMPETITION

OFFICIAL RULES

1. General Overview of the Competition. Verizon Wireless (“Sponsor”) is partnering with The Leadership for Queens and The Kings Konnection to create the “Ultimate Reign Competition,” (the “Competition”). This Competition will allow duly elected or appointed Queens and Kings of historically black colleges and universities (“HBCU”) to bring awareness and support to their respective community service platforms while celebrating the pride in and history of their respective schools. The Competition will kick off at the 2012 Leadership for Queens and Kings Konnection conference (the “Conference”) in Memphis, TN held July 12-15 and is open to each HBCU’s current title-holding Queen and/or King for the 2012-2013 school year. The Queens and Kings will have a chance to win a donation to support their community service project, a scholarship to be used for tuition, and other prizes in the Competition. These official rules of the Competition (the “Official Rules”) describe the manner in which the Competition will be conducted. Participant winners will be selected based on the three (3) highest number of votes received for a video submission (“Scoring Submissions”) during the entry period.
2. Prizes. One (1) Grand Prize, One (1) Second Place Prize, and One (1) Third Place Prize will be awarded to the three (3) Participants who receive the highest number of eligible Scoring Submissions. In addition, four (4) prizes will be awarded to the Participant who is the first to reach the voting milestones (the “Vote Milestone”) of 250 votes, 500 votes, 750 votes and 1000 votes. The prizes to be awarded include:
 - a. Grand Prize:
 - fifteen thousand dollars (\$15,000.00) to support the winner’s community service initiative;
 - five thousand dollars (\$5,000.00) scholarship; and
 - Verizon Wireless 4G tech pack with an approximate retail value (“ARV”) of \$1,070.97 which includes:
 - 4G smartphone no less than \$599.99;
 - \$150.00 Verizon Wireless Gift Card;
 - Bluetooth headset (\$59.99 ARV); and
 - Verizon Jetpack 4G LTE Modem (\$260.99 ARV)
 - b. Second Place Prize:
 - seven thousand dollars (\$7,000.00) to support the winner’s community service initiative;
 - three thousand dollars (\$3,000.00) scholarship; and
 - Verizon Wireless 4G tech pack with an ARV of \$1,070.97 which includes:
 - 4G smartphone no less than \$599.99;

- \$150.00 Verizon Wireless Gift Card;
- Bluetooth headset (\$59.99 ARV); and
- Verizon Jetpack 4G LTE Modem (\$260.99 ARV)

c. Third Place Prize:

- Verizon Wireless 4G tech pack with an ARV of \$1,070.97 which includes:
 - 4G smartphone no less than \$599.99;
 - \$150.00 Verizon Wireless Gift Card;
 - Bluetooth headset (\$59.99 ARV); and
 - Verizon Jetpack 4G LTE Modem (\$260.99 ARV)

d. 250 Vote Milestone: \$100.00 Verizon Wireless Gift Card.

e. 500 Vote Milestone: Droid Roadster Portable Bluetooth Speaker with a \$99.00 ARV.

f. 750 Vote Milestone: Logitech Mini Boombox with a \$99.00 ARV.

g. 1000 Vote Milestone: Motorola Elite flip Bluetooth headset with a \$99.00 ARV.

Wireless service not included in the prize. Verizon Wireless reserves the right to substitute equipment awarded for prizes of equal or greater value. Any applicable taxes on a prize are solely the responsibility of the winners. No more than the stated number of prizes will be awarded. All prize values are in U.S. currency.

3. Eligibility. The Competition is open to duly appointed or elected 2012-2013 Queens/Kings of one of the estimated 105 HBCUs across the United States who are 18 years of age or older and meet all of the requirements herein and hereinafter referred to as “Participant(s)”.

To qualify for participation in the Competition, each Participant must submit to Sponsor an executed letter of authorization from the HBCU associated with the Participant no later than **August 31, 2012** acknowledging that there are no school rules or other legal requirements or restrictions that would prohibit its Participant(s) from participating in the Competition and accepting any of the above prizes, if its Participant(s) is selected as a winner otherwise; Participant will be disqualified from the Competition on such date.

If an HBCU crowns both a King and a Queen for the 2012-2013 school year, the King and Queen may enter the Competition separately with a different community service project. If an HBCU has both a King and Queen who want to enter the Competition, each Participant must submit an executed letter of authorization from the HBCU by **August 31, 2012** to qualify.

Sponsor or its vendors shall have the right to verify the accuracy of all information submitted and also reserves the right to disqualify any Participant in its sole discretion. By participating, each Participant agrees to comply with these Official Rules and with the decisions of Sponsor, whose decisions are final and binding in all respects.

Void outside the U.S. and where prohibited. Employees of Sponsor, Administrator and each of their respective subsidiaries, affiliates, authorized agents, retailers, sales representatives, distributors, advertising agencies, and the immediate family of each, and all individuals (including, but not limited to, consultants, independent contractors, so-called “temporary employees,” former employees and interns) who have, performed services for such entities, are not eligible to enter or win. "Immediate families" include spouses, grandparents, parents, children and grandchildren, whether by marriage, past marriages, remarriage, adoption, cohabitation, or other family extension. Non-eligibility will result in disqualification.

4. Registration and Entry Requirements.

- a. Participants may register at the Conference or may register at www.VerizonInsider.com/TheUltimateReign (the “Competition Website”) by: (1) following all posted instructions to create a profile, (2) submitting all required information, and (3) uploading completed submission forms, beginning at 6:00 am Eastern Time (“ET”) on **July 12, 2012** and ending at 11:59 p.m. ET on **September 12, 2012**.

Upon registration, each Participant will receive an electronic confirmation and a digital toolkit which includes but not limited to: welcome letter, competition overview, Official Rules, customizable digital banner, suggested social media language, static banner, and printable palm cards with QR code.

- b. Participants must upload a video (no more than 2 minutes) on the Competition Website that describes his/her chosen community service platform and how Verizon Wireless’ high speed 4G LTE technology (if available in the HBCU market) can enhance his/her community platform no later than **September 12, 2012** including;

1. Name of Participant;
2. HBCU School name with City and State;
3. Description of community service platform; and
4. Response to the following question:

“How could Verizon Wireless 4G LTE technology and/or other Verizon Wireless products/services help you to promote and support your community platform during your reign?”

- c. Video Content. Videos should be between 1 and 2 minutes long and created from footage shot by each Participant. All materials submitted must be in English. All materials must be the original work product of Participant submitting the entry and must not infringe any copyright, trademark trade secret patent or other proprietary right. Participant covenants that he/she has all rights to distribute and use submitted footage. Footage cannot come from any other source, such as a broadcast television show or Internet broadcast. Any still images included in the video must follow the same rules. **Soundtracks must only contain music created by Participant or by someone else who has given Participant written permission to use their music.** Even then,

Participant must be sure that the person giving permission owns the rights to the music. It is not uncommon for artists to sell those rights to whoever is producing or publishing their recording. **Participants MUST NOT use any music in his/her video unless he/she is CERTAIN he/she has the rights to use the music.**

- d. Required Disclosures. To comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising, all comments Participant makes about Verizon Wireless' products and services must disclose that Participant is a contestant in the Competition, is truthful and is based on the Participant's personal experience with the Verizon Wireless product or service.
- e. Video Format. The video must be submitted in Quicktime, MPEG1, MPEG4, Windows Media or AVI format and mailed on a DVD, Mini-DV, or VHS cassette. Dimensions for the video should be 320 high x 240 wide. Larger and smaller sizes will be rejected. **Sponsor cannot accept files larger than 26 MB.**

Participant's entry will be ineligible if the entry materials (including the video) contain copyrighted material for which Participant does not have written permission to use; pornographic or obscene material of any kind; profanity, whether spoken or written; or subject matter unrelated to Sponsor services. Sponsor will not return any entry materials submitted.

- 5. Voting Criteria. Potential winners will be judged on the basis of the following criteria, weighted equally:
 - a. The video submission clearly demonstrates Participant's chosen community service platform; and
 - b. The video submission describes how Verizon Wireless' high speed 4G LTE technology can enhance Participant's community platform; and
 - c. The video submission has the ability to inspire others; and
 - d. The video submission's overall impression.

The Participant's video submission that receives the highest number of Scoring Submissions, as described in the Voting Method criteria described below, will be selected as the Grand Prize winner. The Participant who submitted the next highest-scoring video will be selected as the Second Place Prize winner, and the Participant who submitted the next highest-scoring video will be selected as the Third Place Prize winner.

Vote Milestone prizes are determined by the first video submission to achieve the respective indicated number of votes in favor of that video submission.

6. Entry Period and Method of Entry. Sponsor will award the prizes based solely on the Participants with the three (3) highest number of Scoring Submissions received between **September 19 and October 31, 2012** 11:59 p.m. ET (the “Entry Period”). Voters in support of a Participant may vote via:
 - a. the Competition Website (www.VerizonInsider.com/TheUltimateReign). Voters may only vote once per day and will be required to register in order to cast their initial vote.
 - b. the Competition Website via bit.ly link or QR code from his/her mobile device and click to proceed to the Competition Website for registration from his/her mobile device.

In the event of a tie, the potential winners will be determined by the Participant who was the first to receive the highest number of Scoring Submissions based on the time/date of the Scoring Submissions.

Participants are responsible for campaigning for votes and directing supporters to the Competition Website to cast votes each day.

7. Notification of Potential Winners: The Participants selected as potential prize winners based on the highest number of qualifying votes will be notified by telephone and/or mail confirmation on or about **November 16, 2012**, and Sponsor will also announce winners on the Competition Website. Within 6 business days of Sponsor’s notification, each potential winner must submit to Sponsor a liability release form to be executed by each potential prize winner of the Competition. Potential winners will be notified of any requirements via phone and/or mail obtained from the information provided on the registration forms.

The Sponsor’s decisions regarding the awards selections are final and not subject to challenge or appeal.

8. Publicity/Media Requirements: By participating in the Competition, each winner agrees, if Sponsor requests, to appear at certain events (including, without limitation, at in-store promotions, photos sessions, autograph signings, press/publicity appearances, conferences, “meet and greets,” tradeshow and other public events and activities as Sponsor shall determine in its sole discretion), and to be available to Sponsor in order to film, photograph, shoot or otherwise create promotional, advertising, marketing and other materials promoting the Competition, Sponsor or Sponsor’s products and services, and render such other promotional services as Sponsor requests, on dates and times to be determined by Sponsor, all for no compensation; to allow Sponsor to use the proceeds, if any, of said promotional services at such events, and the image, picture, likeness, performance, statements, voice, name of the winners, and any material based thereon or derived there from, edited or altered as Sponsor in its sole discretion so chooses, together with any other material (whether fictional or non-fictional), in any manner, venue or media whatsoever (whether now known or hereafter devised) (including, without limitation, on all forms of television, print, radio, broadcast media, industrial and event usage, the internet and new media (e.g., podcasts, testimonial sales videos, etc.) and any other media whatsoever) at any time, without compensation or permission, for any purpose, including, without limitation, for purposes of advertising, public relations, trade, promotion and/or merchandising in connection with Sponsor, its products and services or the

Competition (and any subsequent or similar promotions); and to sign any other documents as Sponsor may request in connection with any promotional, public relations, marketing, merchandising or advertising services. By participating in the Competition, the winner agrees that Sponsor may use, in its sole discretion, the entry materials submitted to Sponsor for any purpose whatsoever.

9. Conditions/Releases: By participating in the Competition, each Participant agrees: to be bound by these Official Rules, the Terms of Use of the Competition Website, and any other documents Sponsor requires to be signed; to release and forever discharge Sponsor and its parents, affiliates, subsidiaries, media partners and advertising and promotion agencies (the "Indemnified Parties") from and against any and all liabilities or claims with respect to or in any way arising from the Competition, participation in the Competition or any part thereof, the acceptance, possession, use or misuse of any prize, any exploitation of any of the rights granted herein (including, without limitation, any claims based upon copyright, trademark, invasion of privacy, right of publicity, or defamation), and any liability for economic injury, personal injury, illness, property damage, loss or any other harm; to defend, indemnify and hold harmless the Indemnified Parties from and against any and all liability or claims relating to or arising from such participant's acts or omissions in connection with participation in the Competition or any part thereof.

THE COMPETITION MAY BE CANCELLED OR MODIFIED IN THE SOLE DISCRETION OF SPONSOR. Participants will be notified of any changes on the Competition Website.

10. General: Odds of winning depend on the number of eligible entries received. Sponsor is not responsible for any typographical or other errors in the printing, offering, or description of any prize or in any other materials produced in connection with the Competition. Verizon Wireless is not responsible for lost, late, stolen, misdirected, mutilated, or illegible registrations, entries, submissions, nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations, transmission or broadcast, theft or destruction or unauthorized access to or alterations of submission materials or for technical, network, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive an entry or submission by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If for any reason, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes, the administration, security, fairness, integrity or proper conduct of the Competition is corrupted or affected, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. **In addition, if for any reason, in its sole discretion, Sponsor determines that the Competition should not or cannot be run as planned, Sponsor may cancel, terminate, modify or suspend the Competition.** Sponsor reserves the right in its sole discretion to disqualify any Participant that fails to comply with these Official Rules or any federal, state or local law, including, but not limited to, the failure to comply with the disclosure

requirements and FTC Guides set forth in Paragraph 4.d above. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, that determination shall not affect the remainder of these Official Rules, which shall be construed in accordance with their terms as if they did not contain the invalid or illegal provision. All decisions of Sponsor related to the Competition are final and binding. All federal, state and local laws apply. The Competition shall be governed by the laws of the state of Georgia without regard to its conflict of laws provision. Void where prohibited.

11. Communications: By participating in the Competition, each Participant agrees to receive communications regarding the Competition and any future contests, sweepstakes, promotions or events of or relating to Verizon Wireless.
12. Official Rules and Winners' List: Official Rules will be available on the Competition Website (www.VerizonInsider.com/TheUltimateReign). You may request the names of winners and official rules by sending a self-addressed, stamped envelope by December 1, 2012 to: The Ultimate Reign Competition, 1 Verizon Place, Alpharetta, GA 3004 Mailstop 1A3-056. VT residents may omit postage.
13. Sponsor: Verizon Wireless (One Verizon Way, Alpharetta, GA 30004) and its representatives who are authorized to act on behalf of Sponsor for purposes of the Competition, including: Egami, Queens and The Kings Konnection, Vibes Media, Modal, Erwin Penland (collectively "Sponsor").

Administrator: Vibes Media, 300 West Adams St., 7th Floor, Chicago, IL 60606.

**VERIZON WIRELESS [THE ULTIMATE REIGN] SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. The Verizon Wireless [The Ultimate Reign] Sweepstakes (“Sweepstakes”) will be conducted as [5] separate sweepstakes at the dates, entry periods, locations and drawing schedule as set forth in Table 1 below. **YOU [NEED NOT] BE PRESENT TO WIN.**

TABLE 1:

Random Drawing	Where to Enter (“Location”)	Sweepstakes Period	Times to Enter (“Entry Period”)	Drawing Date	Number of Winners	Provisional and Alternate Winner Notification Response Times
1	Verizoninsider.com/TheUltimateReign	9/24/12-10/1/12	12:00am-11:59pm	10/2/12	1	24 hours
2	Verizoninsider.com/TheUltimateReign	10/1/12-10/8/12	12:00am-11:59pm	10/9/12	1	24 hours
3	Verizoninsider.com/TheUltimateReign	10/8/12-10/15/12	12:00am-11:59pm	10/16/12	1	24 hour
4	Verizoninsider.com/TheUltimateReign	10/15/12-10/22/12	12:00am-11:59pm	10/23/12	1	24 hours
5	Verizoninsider.com/TheUltimateReign	10/22/12-10/29/12	12:00am-11:59pm	10/30/12	1	24 hours

2. How to Enter: To enter each Sweepstakes, you may do the following:

VIA ONLINE: During the Entry Period for each Sweepstakes Period, log on to [www.VerizonInsider.com/TheUltimateReign] where you will be asked to provide basic contact information. Any personal information supplied by you to the Sweepstakes Entities (as defined below) will be subject to Sponsor's privacy policy posted at <http://www.verizonwireless.com/b2c/footer/privacy.jsp> and terms of service posted at <http://www.verizonwireless.com>. By participating in the Sweepstakes using the online method of entry, you authorize Sponsor to communicate with you by email and phone and to provide the Administrator with your email address and phone number.

If entrant chooses to share each sweepstakes via Twitter, and uses hash tag #VZWUltimateReign, entrant will receive an entry for each Sweepstakes for each completed share action. There are no limits on entry count.

3. Eligibility: The Sweepstakes is open to legal [residents of the United States 18 years or older [19 years or older in Alabama]. Void outside the U.S. and where prohibited. Employees of Sponsor, Administrator and each of their respective subsidiaries, affiliates, authorized agents, retailers, sales representatives, distributors, advertising agencies, and the immediate family of each, and all individuals (including, but not limited to, consultants, independent contractors, so-called "temporary employees," former employees and interns) who have, within the past six months, performed services for such entities, are not eligible to enter or win. "Immediate families" include spouses, grandparents, parents, children and grandchildren, whether by marriage, past marriages, remarriage, adoption, cohabitation, or other family extension. Non-eligibility will result in disqualification.

4. Prizes: The number of winners listed in Table 1 above will receive [One Motorola Droid RAZR]. Approximate Retail Value ("ARV") of each prize is \$599.99 and the aggregate ARV for all prizes for each Sweepstakes is \$599.99. Wireless service is not included in the prize.

Taxes, if any, are the sole responsibility of the winner. Prizes are non-transferable, non-assignable, and not redeemable for cash. Sweepstakes Entities, in their discretion, may substitute a prize (or prize component) of equal or greater value for any reason. Sweepstakes Entities are not responsible for any costs or services that may be required to use the prize, unless specifically included in the prize, including, without limitation, wireless services, transportation, meals, snacks, or beverages, etc. No more than the stated number of prizes will be awarded. **Odds of winning depend upon the number of eligible entries received.**

5. Random Drawings: A random drawing will be conducted on the dates and for the number of winners listed in Table 1 from all eligible entries received during the specific Sweepstakes Period. Prize drawings will be conducted by the Administrator of these Sweepstakes, whose decisions shall be final and binding. The provisional winners will be notified by email, depending on the method of entry and whether or not you need to be present to win. Provisional winners must respond to such notification within the time period set forth in Table 1 after the notification is sent or an alternate provisional winner may be selected from the remaining eligible entries. In the event that an alternate winner is not eligible or fails to accept the prize, the Sponsor may use or award the prize in any manner it deems fit.

6. Entries: Entries do not roll over to subsequent Sweepstakes. Administrator's computer is the official time-keeping device for the Sweepstakes. All entries become the sole property of Sponsor and Administrator and receipt of entries may not be acknowledged. No mechanically reproduced or photocopied entries will be accepted. Lost, illegible, or incomplete entries will be deemed ineligible and disqualified. Sponsor and Administrator and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents (collectively, "Sweepstakes Entities") are not responsible for late, lost, incomplete, misdirected, stolen, or damaged entries 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 or other failures of any sort, fire, epidemic, explosion, act of God, riot or civil disturbance, war, terrorist threat or activity, any federal, state or local government law, or any other cause not reasonably within Sponsor's control. Sweepstakes Entities are not responsible for printing or production errors.

If, for any reason (including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, printing or production errors or any other cause beyond reasonable control of Sweepstakes Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes), the Sweepstakes is not capable of being conducted as described in these Official Rules, the Sweepstakes Entities shall have the right, at their sole discretion, to cancel, terminate, modify or suspend this Sweepstakes, and select the prize winners from the eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may, in their sole discretion, cancel any Sweepstakes listed in Table 1 above prior to the commencement of the applicable Sweepstakes Period.

7. Indemnification: By entering the Sweepstakes, you agree to be bound by these Official Rules and by the decisions of the Sweepstakes Entities, which shall be final and binding. By accepting a prize, you hereby release, indemnify and hold harmless the Sweepstakes Entities from any liability, loss or damage incurred with respect to your participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of the prize.

8. General: By accepting a prize, the winner grants to the Sweepstakes Entities the right to use winner's name, likeness, image, voice, hometown, and biographical information in advertising, trade and promotion, including on the Internet or via wireless application protocol, without further notice, compensation or permission, except where prohibited by law. Winner and guest, if applicable, will be required to complete, sign and return an Affidavit of Eligibility and Publicity/Liability Release prior to the winner's receipt of the prize or the prize may be forfeited and awarded to an alternate winner. Government employees that win a prize may be subject to ethics and gift rules of their jurisdiction. The Sweepstakes shall be construed only according to U.S laws. This Sweepstakes shall be governed by the laws of the state of New Jersey without regard to its conflict of laws provision.

9. Winners List and Official Rules: You may request the names of winners and official rules by sending a self-addressed, stamped envelope by [11/30/12] to: [The Ultimate Reign Sweepstakes, One Verizon Place, Alpharetta, GA 30004 Mailstop 1A3-056] VT residents may omit postage.

10. Sponsor: Verizon Wireless, [One Verizon Place, Mailstop 1A3-056, Alpharetta, GA 30004].

Administrator: Modal Digital Agency, 16350 Bake Parkway, Irvine, CA 92618