

# “BRIGHT FUTURES SCHOLARS CONTEST”

## OFFICIAL CONTEST RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.**

**A purchase will not improve chances of winning.**

### CONSUMER DISCLOSURE

You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS WHO ARE CURRENT SENIORS IN GOOD STANDING  
AT PUBLIC OR PRIVATE SCHOOL IN THE BRIGHT HOUSE NETWORKS SERVICE AREA IN ALABAMA, CALIFORNIA,  
INDIANA, MICHIGAN AND FLORIDA  
AND WHO ARE AT LEAST 16 YEARS OLD AS OF THE DATE OF ENTRY

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

- PROMOTION PERIOD.** Promotion begins 2/1/12 and ends 3/16/12 (“Promotion Period). Entries must be postmarked by 3/16/12 and received by 3/21/12.
- ELIGIBILITY.** This contest (the “Promotion”) is only open to legal residents who are seniors in good standing at a public or private school in the Bright House Networks Service areas in Alabama (Metro Birmingham, Wetumpka/Elmore, Greenville and Eufaula and the Florida Panhandle), California (Avenal, Arvin, Bakersfield, Buttonwillow, Delano, Lamont, McFarland, Maricopa, Shafter, Taft, Tehachapi, and Wasco), Indiana (Metro Indianapolis, Carmel, Fishers, Westfield, Zionsville, Fortville, McCordsville, Brownsburg, Avon, Plainfield, Danville, Pittsboro, Lizton, Marion, Gas City, Jonesboro), , Michigan (Redford, Livonia, Novi, Farmington, and Farmington Hills) who are at least 16 years old as of the date of entry. Officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals are not eligible. This Promotion is void outside the Bright House Networks Service areas in Alabama, California, Indiana, Michigan and the Florida Panhandle and where prohibited.
- HOW TO ENTER.** Complete the entry form and mail it to Bright House Networks Bright Futures Scholars Program as follows: Alabama: Robert Smith, Bright House Networks 151 London Parkway, Birmingham, AL 35211; California: Nellie Gallen, Bright House Networks, 3701 N. Sillect Ave, Bakesfield, CA 93308; Indiana: Brooke Krodel, Bright House Networks, 3030 Roosevelt Avenue, Indianapolis, IN 46218; and Michigan: Leigh Byrd, Bright House Networks, 14525 Farmington Road, Livonia, MI 48154. You must include one (1) typed, double-spaced, 8 ½” x 11” page essay, describing the importance of leadership and community service. All essays are hereafter referred to as “Submissions”. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other

person or entity. Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the Promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor). Limit: One entry per applicant during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

**4. WINNER SELECTION AND NOTIFICATION.** All entries will be judged on or about March 22, 2012 (the "Judging Date") by panel of judges comprised of Bright House Networks administrators. The judges will score entries based on the following criteria: essay (50%), demonstrated leadership abilities in school and work (25%), demonstrated commitment to community service (25%). The entries with highest overall score will be declared the potential winner (in the event of a tie, the entry with the higher score in the essay criteria will prevail). Any potential winner will be notified by mail, email and/or telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. (After five (5) such alternate potential winners have been selected without securing an eligible winner, the prize may remain un-awarded.) Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

**5. PRIZE DESCRIPTION.** There will be at least ten (10) winners will be chosen in each market. The prize is one (1) laptop computer, related software and carrying case. The approximate retail value of each prize is \$1000.

**6. TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

**7. OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

**8. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

**9. CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion,

including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release.

10. **DISCLAIMERS.** i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or otherwise attempting to undermine the legitimate operation of the Promotion. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of tampering, unauthorized intervention, force majeure, or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York without regard to any principles of

conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Syracuse, New York. Should there be a conflict between the laws of the State New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **WINNER LIST.** For the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Judging Date, to: Winner List, "Bright Futures Scholars Contest," 700 Carillon Parkway, Suite 3, St. Petersburg, FL 33716.

13. **SPONSORSHIP.** This Promotion is sponsored by Bright House Networks, 700 Carillon Parkway, Suite #3, St. Petersburg, FL 33716 (the "Sponsor").