

# NIGA TEXT2WIN

## Official Promotion Rules

1. **ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.** Open only to attendees of the 2009 National Indian Gaming Association Trade Show which shall take place from April 13, 2009 through April 16, 2009 in Phoenix, Arizona (the "Trade Show") who are 18 years of age or older at the time of entry. **Trade Show exhibitors and their staff are ineligible.** By participating, you agree to these Sponsor's Official Promotion Rules and to the decisions of Sponsor which are final and binding in all respects.
2. **SPONSORS:** SCA Promotions, Inc. is the Sponsors of the NIGA Text2Win promotion ("Promotion").
3. **HOW TO PLAY/WIN:** The Promotion shall begin at 12:01 a.m. CT on January 14, 2009, and end at 11:59 p.m. CT on April 16, 2009. Eligible contestants may enter by texting the code "NIGA" to #28553 and receive one of the following messages: (i) "Thanks for playing. Please stop by booth #830 during the NIGA Trade Show for a chance to win other great prizes," or (ii) "Congratulations! You have won \$25,000, subject to verification and compliance with the official rules. Please call 214-860-3791 for instructions." If an eligible contestant enters as described herein the winning message (i.e., (ii) above), then that contestant is the potential winner of the Grand Prize described in paragraph 5 below.
4. **RESTRICTIONS:** Each contestant is eligible to participate only once. Persons entering or attempting to enter more than once will be disqualified. Sponsor, and its respective affiliated companies, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, are not responsible for any failure of any electronic equipment, computer or SMS transmissions and/or network connections, nor are they responsible for any inaccuracies in information which may be used in the Promotion, or for any technical or human error which may occur in the processing of attempts, including data entered by contestants. Sponsors reserve the right to terminate or suspend the Promotion at any time, in which event; only eligible entries received prior to such termination or suspension will be considered eligible for potential prize receipt. No more than the number of prizes set forth in these official rules will be awarded. Entries not legitimately submitted in accordance with these rules are void. Use of any automated system to participate is prohibited and will result in disqualification. **ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A CONTESTANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SAID CONTESTANT'S ELIGIBILITY AND THE POTENTIAL WIN HAS BEEN VERIFIED AND SAID CONTESTANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND ANY DOCUMENTATION NECESSARY FOR VERIFICATION HAS BEEN SUBMITTED TO SPONSOR OR SPONSOR'S DESIGNEE FOR VERIFICATION. SPONSOR WILL NOT ACCEPT ANY OTHER EVIDENCE OF A WIN IN LIEU OF ITS VALIDATION PROCESS.** No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. All federal, state and local laws and regulations apply. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prize.
5. **PRIZE(S) / ODDS:** The "Grand Prize", as used herein, is \$25,000. There is only one (1) Grand Prize available to be won. Odds of winning the Grand Prize are approximately 1,000,000:1. **UNCLAIMED PRIZES WILL NOT BE AWARDED.** Any claimed win must be reported to Sponsor as the telephone number specified in paragraph 3 prior to April 30, 2009. Prize will only be awarded upon winner validation and verification. Decisions of judges are final. Taxes, fees or other charges, if any, are the sole responsibility of winner, if any. Standard text messaging rates do apply. By accepting a prize, winner releases and discharge Sponsors, and its respective affiliated companies, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Promotion.

6. **NOTIFICATION AND AWARDING OF PRIZE(S):** Grand Prize winner, if any, will be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release, within thirty (30) days of winner's notification of potential win to Sponsor. Affidavit of Eligibility must be complete and include winner's social security or resident alien identification number. The information in winner's Affidavit of Eligibility must be correct or winner is disqualified. If winner is ineligible, fails to claim a prize or fails to return the completed and executed Affidavit/Release as required, or if the prize is returned as undeliverable, prize will be forfeited. No unclaimed prizes will be awarded. By participating, a winner, except where prohibited by law, grants Sponsors, Sponsors' designee and their affiliated companies the right to use the winner's name, likeness, picture, portrait, hometown, voice, biographical information and written submissions and written or oral statements, for advertising and promotional purposes without additional compensation unless required by law.
7. **DISQUALIFICATION / TERMINATION:** Sponsor, and its respective affiliated companies, information providers, content and/or prize providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone or SMS/cellular transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic, including those resulting from the efforts of hackers. Persons found tampering with or abusing any aspect of this Promotion, and persons entering or attempting to enter more than once, as solely determined by the judges, will be disqualified. In the event any portion of this Promotion is compromised by virus, bugs, hackers, non-authorized human intervention or other causes beyond the control of Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion which, in the sole opinion of Sponsor, corrupts, or impairs the administration, security, fairness or proper play of the Promotion, Sponsor reserves the right, at its sole discretion, to suspend or terminate the Promotion. Sponsors, and their respective affiliated companies, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion are not responsible for any entry that is generated by computer hardware or software, malfunction, error or failure, or is tampered with or subject to any non-authorized human intervention.
8. **TECHNICAL ASSISTANCE:** Contestants who encounter technical difficulties are advised to request assistance from any Sponsor representatives attending the Trade Show or call the telephone number listed in paragraph 3 above.
9. **GOVERNING LAW; DISPUTES:** Each contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or the appropriate Texas State Court located in Dallas County, Texas; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (iii) under no circumstances will a participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Except where prohibited by law, all issues concerning the construction, validity and enforcement of these official rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of Texas, without regard to conflicts of law rules.
10. **WINNERS' LISTS:** For a Winners' List, send a self-addressed, stamped envelope for receipt by May 31, 2009 to NIGA Text2Win Winners' List, 8300 Douglas Ave. 6<sup>th</sup> Floor, Dallas, Texas 75225.