

# THE AT&T YOU AND YOUR FRIENDS COUNTRY MUSIC CONTEST

## OFFICIAL CONTEST RULES

**1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

2. **Eligibility.** The AT&T You and Your Friends Country Music Contest is open to U.S. residents (excluding Puerto Rico), 18 years or older at the time of entry who are residents of Erie, Genesee, Niagara, Orleans, Wyoming, Chautauqua, Cattaraugus, or Allegany counties. Employees of The Erie County Fair, AT&T and their respective affiliated companies, subsidiaries, advertising or promotional agencies, and other agents, and the immediate family members of, and any persons domiciled with such employees, are not eligible. The Contest is sponsored solely by AT&T and the Erie County Fair("Sponsor").

3. **Entry.** The Contest begins at 12:01 a.m. (E.D.T.) on July 8, 2010 and all entries must be received by 11:59 p.m. (E.D.T.) on July 31, 2010 (the "Contest Period").

One (1) entry per person.

Sponsor will not be responsible for incomplete, lost, late, misdirected or illegible entries. All entries become the property of Sponsor and none will be returned. Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

4. **Prizes and Odds.** Prizes will be furnished and awarded solely by The Erie County Fair. One (1) Grand Prize Winner will be selected by Sponsor in a random drawing from among all eligible entries to be held on August 4, 2010. Grand Prize: 8 box seat tickets to see Jason Aldean Tuesday, August 17 at the Buffalo.com Grandstand at the Erie County Fair at 7:30 P.M. Including Limousine transportation to and from the concert within 30 miles.

5. **Winner Notification and Acceptance.** Winner will be notified by telephone by Sponsor at the telephone number provided on winner's entry form on August 4. Sponsor will call during regular business hours and will leave no messages. Failure to reach winner in person by phone may result in disqualification of the winner, forfeiture of his/her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries.

To claim the prize, the Grand Prize Winner must pick up prizes at AT&T Mobility, 2875 Union Rd. Suite 356, Cheektowaga, New York. Prize must be claimed by August 13, 2010 during regular business hours (8:30 a.m. - 5 p.m., Monday - Friday).

Winners may waive their right to receive prizes. Prizes are non-assignable and

nontransferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and The Erie County Fair reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes and may be required to complete a Form W-9. Winners will be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner. Except where prohibited, participation in the Contest constitutes entrant's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor. For prize winner's list (available after September 8, 2010), contact the Erie County Fair at (716)649-3900 ext. 260.

6. **Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the judges. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

7. **Limitations of Liability.** By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

8. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or

otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.

9. **General Release.** By entering the Contest, contestants release Sponsor, the Erie County Fair and AT&T, any other promotional sponsors, and each of their respective parent, subsidiaries and affiliates and their respective and affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

10. **Sponsor.** AT&T You and Your Friends Country Contest is sponsored by AT&T and the Erie County Fair, whose decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. If you have any questions regarding this Contest, please contact the Erie County Fair at (716) 649-3900.