

ENTER TO WIN – SMART PRIZES

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

The Pocket Smart Wireless New Phone and Free Service giveaway (the "Contest") is sponsored by Youghiogheny Communications – Texas, LLC of 2819 NW Loop 410, San Antonio, TX 78230 ("Sponsor").

ELIGIBILITY:

Open only to permanent legal U.S. residents physically residing in the fifty (50) United States of America and the District of Columbia eighteen (18) years of age or older as of July 1, 2009. Employees of Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, and their immediate family members or household members are not eligible to participate in or win the Contest.

Winners may be required to sign an Affidavit of Eligibility and complete relevant tax forms as a condition to the delivery of the applicable prize. Void where prohibited by law. All applicable federal, state and local laws apply.

HOW TO ENTER:

No purchase is necessary to participate in the Contest. To enter, navigate to www.pocket.com via the Internet and submit and validate an email address using the form as provided at www.pocket.com under the Texas coverage area of www.pocket.com between 12:00am EST on August 1, 2009 and 11:59 pm EST on October 31, 2009 (the "Entry Period"). Entries generated by script, macro or other automated means are void. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. All entries become the property of the Sponsor.

By registering and submitting your email address, you will be agreeing that your registration and any other information collected in connection with the Contest may be used by Sponsor in accordance with Sponsor's Privacy Policy and may be shared with Sponsor's partners and affiliated business entities, and that you automatically opt-in to receive email, text messages or other communications from Sponsor. You may subsequently opt-out of the receipt of such email or communications by following the directions in the email, communications or by contacting Sponsor directly.

All registrations must include entrant's valid email address. The email address provided by online entrants will be the identity of the entrant and, if selected for a prize, the identity of the winner. Sponsor expressly reserves the right to disqualify any entries believed in good faith to be generated by an automated program or via scripts. By participating, all entrants agree to abide by these Official Contest Rules.

PRIZES:

One winner will be selected during the Entry Period. Each winner will receive one (1) new phone valued up to \$200.00 per year for a three (3) year period and three (3) years of service from Sponsor. Service provided will be the \$35.00 rate plan being offered during the Entry Period. Sponsor reserves the right to substitute comparable service and rate plans.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. All prizes will be awarded. In no event shall the Sponsor be obligated to award more prizes than the number of prizes stated in these Official Contest Rules. No substitutions (including for cash) are permitted, except that Sponsor reserves the right to substitute a prize of equal or greater monetary value for any prize.

Winners shall be responsible and liable for all federal, state and local taxes on the value of their prize. To receive a complete list of winners or a copy of the Official Contest Rules, send a self-addressed stamped envelope to E-mail Sweepstakes, Pocket Communications, P.O. Box 100106, San Antonio, TX, 78201. Specify winner's list or rules on your request.

Allow six(6) weeks for prize delivery.

SELECTION AND NOTIFICATION:

The winning entries will be chosen at random after the expiration of the Entry Period by the second Wednesday of the month of November. The number of eligible entries received determines the odds of winning. The Contest will be conducted under the supervision of the Sponsor. The decisions of the Sponsor are final and binding in all matters relating to this Contest. Winners will be notified by e-mail, however Sponsor reserves the right to modify the method of notification. Winners must claim their prize within five (5) business days after the date of notification of such prize. Any notification of prize returned to Sponsor as non-deliverable and/or failure of Contest winner to respond to the prize notification within the specified five (5) business days will be considered such Contest winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. Sponsor reserves

the right to ship prizes directly to the email and/or mailing address provided by winners during their entry to the Contest. Each entry submitted in response to the Contest and in accordance with the rules will constitute an official entry. One entry per e-mail and one entry per person. Duplicate entries will be void. All entrants agree to abide by these Official Contest Rules. All entries become the property of the Sponsor.

GENERAL CONDITIONS, LIMITATIONS OF LIABILITY, AND RELEASES:

An entrant or winner may be disqualified from the Contest if he or she fails to comply with each provision of these Official Contest Rules, as determined in the sole discretion of the Sponsor. Participation in the Contest is at entrant's own risk. Sponsor shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the contest entry form, 2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest, 4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Contest or 5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize. Sponsor does not make any, and hereby disclaims any and all, representations or warranties of any kind regarding any prize. Unless prohibited by applicable law, your entry constitutes your permission to use your name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any further compensation to such entrant. By entering or accepting a prize in the Contest, winners agree to be bound by these Official Contest Rules and to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return to Sponsor within ten (10) business days an Affidavit of Eligibility and a Liability and Publicity Release to be eligible for the prize or an alternate winner will be selected. Winner may be required to furnish proof of identity, address and birth date in order to receive a prize.

By entering, an entrant agrees to release and hold harmless Sponsor and its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from their acceptance, possession and/or use of any prize or their participation in this promotion, or from any misuse or malfunction of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Contest will be ineligible for prizes and may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Contest Rules in any way or at any time. Sponsor reserves the right, in their sole discretion, to cancel or suspend this Contest should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Contest. In the event of cancellation or suspension, Sponsor shall promptly post a notice on the Contest entry page to such effect. This Contest shall be governed by Massachusetts law. By participating in this contest, entrants agree that Bexar County courts in the State of Texas shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in Texas.