

SWEEPSTAKES OFFICIAL RULES
W3i's Mobile Application Marketing Sweepstakes

You must agree to accept and comply with these Official Rules to participate in the Sweepstakes.

NO PURCHASE NECESSARY TO ENTER OR WIN. THE ODDS OF WINNING DEPENDS UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

Sweepstakes Description: The Sweepstakes begins on June 3, 2010, and ends at 1:00 p.m. PDT on June 8, 2010 (the "Period").

Eligibility: The Sweepstakes is only open to legal residents of the United States (excluding New York, Florida, Rhode Island, Arizona and Puerto Rico residents) who are at least 18 years of age on the date of the entry submission (the "Entrant"). The Sweepstakes is void where prohibited.

W3i Holdings, LLC's is the sponsor of this sweepstakes. W3i's employees, governors, and officers and their immediate families (spouses, and siblings, parents and children and their spouses) and household members are not eligible to participate.

Agreement to Official Rules: By participating in the Sweepstakes, you fully and unconditionally agree to and accept these Official Rules and the decisions of W3i, which are final and binding in all matters relates to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

How to Enter: To enter the Sweepstakes, visit <http://www.w3i.com/mobile> during the Period, complete the online entry form with the required contact information and submit the completed form. Alternatively, you may mail a 3" x 5" postcard with your name, address, e-mail address (if you have one) and telephone number to Sweepstakes, W3i Holdings, LLC, 1900 Medical Arts Ave S, Sartell MN 56377. All Entries must be received by 12:00 p.m. PST on June 8, 2010. W3i is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. Entries are the property of W3i and will not acknowledged or returned.

Limit: One entry is permitted per person. The first entry processed will be considered the only valid entry received. In the event of a dispute, Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. The winner may be required to show proof of being the authorized account holder.

Winner Selection: The winner will be selected in a random drawing conducted on or about 1:00 p.m. PST on June 8, 2010, from among all eligible Entries received. W3i will notify the winner who will be required to sign and return an Affidavit of Eligibility and a Liability Release and, except where prohibited by law, a Publicity Release Form within 7 day of receiving notice. Failure of the winner to timely return the required executed documents may cause the prize to be forfeited and awarded to an alternate as solely determined by W3i. If a prize is refused, a prize notification is returned or deemed undeliverable, or the winner is disqualified for any reason, an alternate winner will be selected via a random drawing. Except where prohibited by law, acceptance of the prize constitutes permission for W3i to use winner's name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use.

General Prize Restrictions: A prize winner must take delivery of the prize within 180 days from W3i or the prize may be forfeited and awarded to an alternate winner. No cash or other substitution may be made, except by W3i, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by W3i in its sole discretion. The prize winner is responsible for all taxes (include but not limited to federal, state, local, and/or income) on the prize and will be required to provide his/her social security or tax id number for tax reporting purposes. W3i will file an IRS Form 1099 with the Internal Revenue Service for the prize if the retail value of such prize. If a prize winner refuses to provide either a social security or tax id number, the prize winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A prize winner who refuses to provide a social security or tax id number for a prize will have no right to an alternate prize. The prize winner will be required to execute an Affidavit and Release form prior to the prize being released to such winner. The execution of the Affidavit and Release by a prize winner is an explicit condition to releasing said prize; refusal by a prize winner to execute the Affidavit and Release will result in disqualification and a new inner will be select in accordance with these Official Rules.

General Conditions / Release: By participating you agree to (a) release W3i, its governors, officers, agents, and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) your participating, including the unauthorized or illegal access to personally identifiable or sensitive information of the acceptance, possession, use, or misuse of the prize; and (ii) W3i's sponsorship and administration of the sweepstakes. You specifically acknowledge that W3i is not liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the prize. W3i its governors, officers, agents, and employees are not responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data, omission, interruption, deletion, defect, line failures of any

telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes.

ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, W3I RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUALS AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to enforce any term herein shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failure or any other causes which in the opinion of W3i, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, W3i reserves the right in its sole discretion to disqualify any suspect entry or entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.w3i.com/mobile>. If W3i decides to reconvene the Sweepstakes after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as W3i determines in its sole discretion. Entries not comply with all Official Rules are subject to disqualification.

Disputes: You agree that any and all disputes, claims or causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by appropriate court located in Minnesota. Furthermore, any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in event attorneys' fees. In addition, under no circumstances will an entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligation or the rights and obligations of W3i in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Minnesota.

Entrants Personal Information: Information collected from Entrant is subject to the Privacy Policy which can be found at <http://policy.w3i.com/privacypolicy.html>.

Winner / Rules: For the name of the Sweepstakes winner and / or for a copy of these rules, mail a stamped, self-addressed envelope to: Sweepstakes, W3i Holdings, LLC, 1900 Medical Arts Ave S, Sartell MN 56377. Requests must be received by September 30, 2010.