Official Rules – Frontier Communications Broadband Churn Survey Terms & Conditions February 17, 2015

NO PURCHASE NECESSARY TO ENTER OR RECEIVE GIFT CARD. PURCHASE OR USE OF FRONTIER COMMUNICATIONS PRODUCTS AND SERVICES WILL NOT ENHANCE CHANCES OF RECEIVING A GIFT CARD.

- 1. ELIGIBILITY: The **Frontier Communications Broadband Churn Survey** (the "Survey") is offered and open only to legal residents of the 50 (fifty) United States of America or the District of Columbia who are at least 18 (eighteen) years old at the time of entry ("Entrants") and who are former Frontier Broadband Only customers. By participating, you agree to these Survey rules (the "Official Rules"). No fee is required for entry, but you must complete a survey in order to receive a gift card. VOID WHERE PROHIBITED. Employees, directors, contractors, marketing and promotion agencies, family members or individuals living in the same household as employees of Frontier Communications ("Sponsor") are not eligible to participate.
- 2. PROMOTIONAL PERIODS: The Survey Period begins on February 25, 2015, at 12:00 a.m. Eastern Time (ET), and ends on February 25, 2016 at 11:59:59 p.m. (ET) (the "Survey Period"). Frontier reserves the right to end the Survey at any time, to extend it, or to modify these Official Rules at any time during the Survey Period, in its sole discretion.
- 3. HOW TO ACCESS AND ENTER: To enter, during the Survey Period, complete a survey about your Frontier Broadband service and visit (www.frontiersurvey.com) to receive your incentive. Limit of one entry per Entrant during the Survey Period. Any responses you provide to the survey questions cannot be offensive or inappropriate, in Sponsor's sole determination, and shall not include copyrighted material, trademarks, logos, images of alcohol, drugs or obscenity. Any other attempt at entry is void. Entries via smart mobile devices and tablets are permitted.
- 4. AWARDS: Sponsor will award gift cards to all Entrants that complete the survey and comply with these official rules, terms and conditions. In the event of a dispute as to the identity of an Entrant, or as to whether the Entrant has successfully completed the survey, the Sponsor's decision in its sole discretion will be final.
- 5. GIFT CARDS: Sponsor will determine the value of each gift card in its sole discretion. In no event will the value of a gift card exceed ten (\$10) dollars.

Entrants are responsible for complying with any additional terms and conditions applicable to the redemption of the gift cards, including any age restrictions. Sponsor reserves the right to substitute any gift card with any alternate award of equal or greater value at its discretion. Gift cards are not redeemable for cash. Taxes are the sole responsibility of Entrants. Entrants are limited to one gift card or award per Entrant throughout the Survey Period.

Entrants will be required to complete online entry form immediately following survey completion and must certify eligibility prior to be awarded a gift card or award. Entrants will be notified within 24 (twenty-four) hours of their award confirmation via email to the email address provided at the time of entry. The failure to respond timely to the notification and/or certify eligibility may result in forfeiture of the gift card.

Unless otherwise specified, gift cards or awards will be emailed within 10 business days of entry to the email address provided at the time of entry.

Winner assumes the risk of safe arrival of prize. Sponsor is not responsible for lost, stolen, damaged, mutilated, returned, "bounced back" emails or misdirected mail, or unsafe arrival of a gift card.

If the gift card is returned as non-deliverable, or if Entrant is found to be ineligible or not to be in compliance with these Official Rules, Entrant may be disqualified at the Sponsor's sole discretion. All expenses not specifically described online or herein are the Entrant's sole responsibility.

6. GENERAL CONDITIONS: Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Survey; to be in violation of the <u>Terms of Service</u> of the Frontier Communications website; to be acting in violation of these Official Rules; to be acting in an abusive or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. The accumulation of entries generated through robotic, automatic, macro, or like methods is also strictly prohibited. Sponsor's determination of whether a user is accumulating entries generated through automated means is in Sponsor's sole discretion.

Entries that contain offensive, harassing, threatening, abusive language or that violate the intellectual property or other proprietary right of any person are invalid and inadmissible.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SURVEY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected email or mail; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

If, for any reason, Sponsor is unable to run this Survey as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Survey, Sponsor reserves the right to cancel, terminate, modify or suspend the Survey. If the Survey is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at Frontier's Facebook page.

NOTICE: Facebook is in no way responsible for lost, stolen, misdirected, incomplete, misaddressed or ineligible entries. Facebook is in no way sponsoring, endorsing, administering or associated with this survey.

- 7. LIMITATIONS OF LIABILITY: IN NO EVENT WILL SPONSOR, OR ITS SHAREHOLDER, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, ITS ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS SURVEY. WITHOUT LIMITING THE FOREGOING, THE SURVEY AND ALL ASSOCIATED PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- 8. DISPUTES: Except where prohibited, as a condition of participating in this Survey, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Survey including the determinations of eligible recipients of a gift card, which cannot be resolved amicably, shall be resolved on an individual basis only, without resort to any form of class action. Either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority or seek to arbitrate the matter. Arbitrations shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, then in effect. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor

in connection with this Sweepstakes, shall be governed by and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place exclusively in the State of New York.