

**“New York Goes to Work”
Voting Terms and Conditions**

These “New York Goes to Work” (“Promotion”) Voting Terms and Conditions (“Terms and Conditions”) are subject to change at any time at the sole discretion of Sponsors (as defined below). Void where prohibited.

IMPORTANT DISCLOSURE: Standard wireless carrier text messaging rates apply to each text message sent and received. In addition, a premium text messaging charge of \$1.00 will apply to each text message Vote (as defined below) submitted (the “Premium Charge”). This charge will be billed by your wireless carrier and will show up on your wireless phone bill or deducted from your prepaid balance. Each time you vote you will receive a New York Challenge-SMS game download for your cell phone, with an approximate retail value of \$1.49. You will receive a “thank you” text message following your text vote. You receive an additional text message containing the SMS game following the airing of the corresponding episode. Contact your wireless carrier for text messaging pricing plan and details. By submitting your Vote via text message you understand and agree that you may receive additional text messages from Sponsors relating to this promotion that may also result in texting fees. Your cell phone must have the capability to send/receive text messages and download SMS game downloads.

Eligibility: You must be 18 years of age or older to submit your Vote. You must be a permanent legal resident of the fifty (50) United States or the District of Columbia. Votes must be cast by the authorized account holder of the cell phone from which the Vote is made.

How to Vote: To vote, watch *New York Goes to Work* (the “Show”) on VH1, a division of Viacom International Inc. (“VH1”), and follow the on-air instructions. Check your local listings to see when the Show airs in your area.

Voting will be conducted pursuant to these Terms and Conditions and any such other rules and procedures as Sponsors may from time to time designate. If you have a text messaging capable cell phone from a participating carrier, you may text the letter that corresponds to the job (each a “Job”) you believe Miss New York should perform in the following week’s episode (“each a “Vote”) Send your text message to the short code announced on-air, which is currently expected to be “62626.” Letter choices will be announced in on-air promotional spots during the applicable Voting Period (defined herein). Please use caution and do not drive while text messaging.

Voting Period and Restrictions: Voting is open from the time the applicable Voting period (each a “U”) is announced on-air and/or online at <http://www.vh1.com> (the “VH1 Web Site”) until the deadline announced on-air and/or the VH1 Web Site. Voting for the first episode is currently scheduled to open on Monday 4/27 at 12 AM PST and the final episode is scheduled to air on June 29th. Each Voting Period is currently scheduled to begin each Monday at 12 AM PST and end Tuesday at 3 PM PST during the initial run of the Show. Votes received before or after a particular Voting Period ends will be void and the Premium Charge and any standard wireless text messaging fees may apply. VH1, 51 Minds Entertainment LLC, and Endemol (collectively, the “Sponsors”) clock will be the official timekeeper for Voting purposes. Voting is limited to

ten (10) Votes per person per Voting Period, but Sponsors reserve the right to change the limit on the number of Votes, in their sole discretion.

Voting Results: An official count of all eligible Votes submitted in accordance with these Terms and Conditions will be conducted within 48 hours after the conclusion of any particular Voting Period. The Job that receives the most Votes will be deemed the Job that Miss New York will perform in the episode subsequent to a particular Voting Period, subject to Job availability and Sponsors' discretion. To view which Job has been selected each week, watch the Show on the Vh1 channel (check local television listings in your area for exact broadcast dates and times).

General Conditions: By participating in this Promotion, you agree to be bound by these Terms and Condition, VH1.com Terms of Use located at [<http://www.vh1.com/interact/terms/> and the decisions of and the Sponsors, which are final and binding in all respects. Sponsors have the right, in their sole discretion, to void any duplicate Votes, or any Vote that appears to have been made by a person who does not meet the eligibility requirements set forth above, or any Vote made by an automated device. Sponsors have the right to permanently disqualify from the Promotion any person believed to have violated these rules. If for any reason the Promotion is not capable of being run or implemented as planned, including, but not limited to, as the result of infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, or any other cause beyond the control of Sponsors, which is likely to, or actually corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, then Sponsors reserve the right, in their sole discretion, to withdraw the transmission of any Vote and/or to terminate or suspend the Promotion at any point and declare the voting results based upon the Votes up to that point and the Premium Charge and any standard wireless text messaging fees may apply. In the event of technical difficulties with the Promotion, including, but not limited to, mobile or Internet service interruptions, Sponsors reserve the right to review the Votes for accuracy and to take any appropriate action, including, without limitation, voiding the Votes cast during the time period in which such technical difficulties occurred. VH1, 51 Minds Entertainment, Endemol, MindMatics, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, any other entity involved in the development or administration of the Promotion, and each of their respective directors, officers, employees and assigns (collectively the "Released Parties") are not responsible for any typographical errors in these Terms or any advertising materials for this Promotion, or any computer, network, technical, electronic, human or other errors or problems of any kind, for any injury or damage to participants or to any person's computer or mobile phone relating to or resulting from participation in the Promotion or downloading materials or software in connection with the Promotion, or for Votes that are stolen, misdirected, garbled, delayed, lost, or late. By participating, each individual agrees to release and hold the Released Parties harmless against any and all claims and liability of any kind arising in whole or in part, directly or indirectly, out of their participation in the Promotion.

Caution: Any attempt by you or any other individual to deliberately damage any online service, mobile phone service, or web site, tamper with the Promotion, or otherwise undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Released Parties reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

Disputes: Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Terms and Conditions shall be construed and governed by the laws of the state of California without regard to conflicts of law. All suits or claims brought in connection with this Contest must be brought in a state or federal court in Los Angeles, California.

Sponsors: 51Minds Entertainment LLC, 6565 Sunset Blvd, Suite 301, Los Angeles, CA 90028
Endemol, 9255 Sunset Blvd, Suite 1100, Los Angeles, CA 90069 and VH1, a division of
Viacom International, Inc., 1515 Broadway, New York, New York, 10036.

Administering Agency: MindMatics, 2601 Ocean Park Boulevard, Suite 311, Santa Monica,
CA 90405