

**“New York Goes to Work”
Viewer Poll Terms and Conditions**

These “New York Goes to Work” (“Promotion”) Viewer Poll Terms and Conditions (the “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 Answer (as defined below) submitted (the “Premium Charge”). This charge will be billed by your wireless carrier and who up on your wireless phone bill or deducted from your prepaid balance. Each time you text in your Answer 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 upon receipt of your Answer. The SMS game will be sent directly to your phone following the conclusion of the relevant Polling Period (as defined herein). Contact your wireless carrier for text messaging pricing plan and details. By submitting your Answer via text message you understand and agree that you may receive additional text messages from Sponsors relating to this promotion. 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 Answer. You must be a permanent legal resident of the fifty (50) United States or the District of Columbia. Answers must be cast by the authorized account holder of the cell phone from which the Answer is made.

How to Answer: To Answer, 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.

Polling 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 Answer to the polling question asked during each week’s episode (each an “Answer”). 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 Polling Period. Please use caution and do not drive while text messaging.

Polling Period and Restrictions: Polling is open from the time the applicable polling period (each a “Polling Period”) is announced on-air and/or online at <http://www.vh1.com> (the “Web site”) until the deadline announced on-air and/or the Web site. Answers received before or after a particular Polling Period will not be considered in the poll results and the Premium Charge will not apply. VH1, 51 Minds Entertainment LLC, and endemol (collectively, the “Sponsors”) clock will be the official timekeeper for polling purposes. Polling is limited to ten (10) Answers per person per Polling Period, but Sponsors reserve the right to change the limit on the number of Answers, in their sole discretion.

Polling Results: An official count by Sponsors of all eligible Answers submitted in accordance with these Terms and Conditions will be conducted throughout the Polling Period and you will receive the current results in a bounce back message when texting in.

General Conditions: By participating in this Promotion, you agree to be bound by these Terms, the www.vh1.com Web site Terms of Use located at <http://www.vh1.com/interact/terms/> and the decisions of VH1 and Sponsors, which are final and binding in all respects. Sponsors have the right, in their sole discretion, to void any duplicate Answers, or any Answer that appears to have been made by a person who does not meet the eligibility requirements set forth above, or any Answer made by an automated device. Sponsors have the right to permanently disqualify from any Promotion any person it believes has 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 Answer and/or to terminate or suspend the Promotion at any point and declare the polling results based upon the Answers up to that point and the Premium Charge and any wireless carrier text messaging charges will still 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 Answers for accuracy and to take any appropriate action, including, without limitation, voiding the Answers cast during the time period in which such technical difficulties occurred. VH1, 51 Minds Entertainment, LLC, 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 Answers 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 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 Promotion must be brought in a state or federal court in Los Angeles, California.

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

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