

**2011 DIRECTV ULTIMATE DISPLACED FAN INSTANT WIN QUARTERBACK
CHALLENGE**

OFFICIAL RULES

1. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS PROMOTION. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN RHODE ISLAND, PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

2. PROMOTION PERIOD. The 2011 DIRECTV Ultimate Displaced Fan Instant Win Quarterback Challenge (the "Promotion") begins September 12, 2011 at 12:00:01 AM Pacific Time and ends December 31, 2011 at 11:59:59 PM Pacific Time (the "Promotion Period"). The Promotion Period is divided into the following four (4) months of 2011 (the "Months"): September, October, November and December. For purposes of these Official Rules, a "day" will run from 12:00:01 AM Pacific Time to 11:59:59 PM Pacific Time each day of the Promotion Period, and a "week" will run from Monday through Sunday. Sponsor's clock is the official time-keeping device for this Promotion.

3. ELIGIBILITY. This Promotion is open only to legal residents of the 50 United States (excluding Rhode Island) and the District of Columbia who are 18 years of age or older at time of entry. Officers, directors, and employees of DIRECTV, Inc. ("Sponsor"), Leader Enterprises, Inc. ("Administrator"), the National Football League ("NFL") and its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, and NFL Enterprises LLC (collectively, the "NFL Entities"), and their parents, subsidiaries, affiliated companies, suppliers, agents, advertising and promotional agencies, those involved in the execution and administration of the Promotion and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of such employees, and all those with whom such employees are domiciled, are NOT eligible to enter or win.

4. HOW TO ENTER. The Promotion consists of an instant win game (the "Instant Win Game"). During the Promotion Period, you can register for the Instant Win Game through the application on the Promotion tab on the DIRECTV Page on Facebook (<http://www.facebook.com/directv>). Once you click on the tab, follow the links and instructions to complete and submit the registration form including a valid home address and email address. If you haven't done so already, you must "like" the DIRECTV Page as a pre-condition to participating in the Promotion. After you have submitted the registration form, you may play the Quarterback Challenge game. Your ability to play the Quarterback Challenge game will not affect your chances of winning the Instant Win Game. The first time each day of the Promotion Period that you complete the Quarterback Challenge game, you will advance to the Instant Win Game page and receive one (1) Instant Win Game entry/play for that day. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded.

Limit: Although you may play the Quarterback Challenge game as often as you like, you may enter/play the Instant Win Game only one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries/plays in the Instant Win Game by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries/plays and that entrant may be disqualified. No automatic, programmed, robotic or similar means of entry are permitted.

Once submitted, entries become the exclusive property of Sponsor and will not be returned. Except as otherwise stated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with the Sponsor's Privacy Policy found at www.directv.com/DTVAPP/content/legal/privacy_policy, and with any consent given by entrant at the

time of entry. Sponsor may use your personal information to send you information about Sponsor as per Sponsor's Privacy Policy, but Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Sponsor. Sponsor may also provide your personal information to third party fulfillment companies so that such companies may process and deliver prizes to prize winners. In participating in this Promotion, you are not providing your personal information to Facebook.

Please note that you may not be sent confirmation of receipt of an Instant Win Game entry/play; in the event that your entry/play is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor or Administrator as to the eligibility of your entry/play. Any automated computer receipt does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Any illegible, unintelligible, incomplete, or garbled entries are not permitted and will be disqualified. The submission of an entry is solely the responsibility of the entrant, and all internet access and usage charges are the responsibility of the entrant.

By participating, entrants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. Any entries not in conformance with these Official Rules will be disqualified. For a copy of these Official Rules, please print them from the Promotion tab on the DIRECTV Facebook page (<http://www.facebook.com/directv>), or send a stamped, self-addressed envelope to: 2011 DIRECTV Ultimate Displaced Instant Win Quarterback Challenge Official Rules, 3030 Old Ranch Pkwy., Suite 300, Seal Beach, CA 90740, by December 31, 2011. (Vermont residents may omit return postage.)

5. INSTANT WIN GAME/ODDS. One (1) random, computer-generated Instant Win Game winning time will be generated each day during the Promotion Period. If you are the first player to enter/play the Instant Win Game at or after the randomly-generated time for that day, you will be a potential instant winner of an Instant Win Game prize. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game entries/plays each day. Limit one (1) Instant Win Game prize per person and per email address.

All potential winners are subject to verification by Sponsor or Administrator, whose decisions are final and binding in all matters related to the Promotion. **An entrant is not a winner of any prize, even if the Instant Win Game should so indicate, unless and until entrant's eligibility, and the potential Instant Win Game winner has been verified and entrant has been notified that verification is complete.** Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Instant Win Game entry/play that occurs after the system has failed for any reason is deemed a defective entry/play, and is void and will not be honored.

Sponsor will notify winner by phone, email or mail. Potential winner must respond to notification within five (5) days of the date of notification or prize will be forfeited and an alternate potential winner may be selected. Potential winner may be required to sign and return an Affidavit of Eligibility and Release (an "Affidavit") within ten (10) days of notification in order to receive the prize. (If potential winner is under the age of majority in their state of legal residence, the Affidavit must be executed on potential winner's behalf by a parent or legal guardian). In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the entry form, (b) of noncompliance with the above or within any of the aforesaid time periods, (c) potential winner is found to be ineligible to enter the Promotion or receive the prize, (d) potential winner cannot or does not comply with the Official Rules, (e) potential winner's prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Promotion, and an alternate potential winner may be selected, at Sponsor's sole discretion, by a random drawing from among the other eligible entries received. All prizes claimed in accordance with these Official Rules will be awarded; unclaimed prizes and/or forfeited Third Prizes may not be awarded.

In the event of a dispute as to any registration or entry/play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. For purposes hereof, an “authorized account holder” is the natural person who is assigned to an email address by an internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. PRIZES. Sponsor will award one (1) Instant Win Game prize per day during the Promotion Period. Instant Win Game prize consists of either a First Prize, a Second Prize or a Third Prize. A total of four (4) First Prizes will be awarded, with one (1) First Prize awarded each Month. A total of fifteen (15) Second Prizes will be awarded, with one (1) Second Prize awarded each full week of the Promotion Period. A total of ninety-two (92) Third Prizes will be awarded, with one (1) Third Prize awarded each day of the Promotion Period, other than the days that First Prizes and Second Prizes are awarded. First Prize consists of, depending on prize availability, either a jersey (ARV: \$500), football (ARV: \$400), or photo (ARV: \$250) autographed by Peyton Manning or Eli Manning. (ARV of First Prize is \$250 - \$500, depending on autographed item awarded). Second Prize consists of one (1) \$100 NFLShop.com Gift Card redeemable at NFLShop.com (ARV: \$100). (NFLShop.com Gift Cards are subject to certain terms and conditions; see <http://www.nflshop.com/helpdesk/index.jsp?display=gift&subdisplay=giftcards> for additional details.) Third Prize consists of an “NFL Sunday Ticket” t-shirt, pen and key chain (ARV: \$10). Total ARV of all Instant Win Game prizes: \$4420 - \$3420, depending on autographed item awarded as First Prize.

No prize substitutions are permitted except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. Prize is not transferable and cannot be redeemed for cash. All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

7. GENERAL CONDITIONS. This Promotion is subject to all federal, state and local laws and regulations. By entering, entrant agrees: (i) to be contacted by Sponsor by mail, email or telephone, and (ii) that, if entrant is a Promotion prize winner, Sponsor may post and publish such winner’s name, Facebook user name, and/or likeness, address (city and state only), and prize information, in any and all media now existing or hereafter devised for promotional or any other purpose whatsoever, without notification, compensation or consent, where legal.

Failure to comply with these Official Rules may result in disqualification from this Promotion. Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any game or promotion it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Promotion multiple times through the use of multiple email addresses or any other device or means, or tampered with the entry process, the operation of the Promotion, or any other aspect of this Promotion; and (ii) modify, cancel or suspend part or all of this Promotion in the event that human or technical error occurs in the administration of this Promotion or the processing of entries, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor’s control, corrupt or impair the administration, security, fairness or proper play of the Promotion. In such event, or in the event the Promotion is cancelled, suspended or discontinued for any reason, Sponsor will award all or any of the prizes in a random drawing from all eligible entries received prior to the date of cancellation or suspension.

Neither Sponsor, Administrator, Facebook, Inc., the NFL Entities nor any of their respective parents, subsidiaries, affiliated companies, agents, employees, shareholders, members, managers, representatives or agencies, shall have any obligation or responsibility, including any responsibility to award any prizes to entrants, with regard to: (i) entries that contain inaccurate information or do not comply with or violate these Official Rules; (ii) entries, prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, entries, or any incorrect or inaccurate transcription of entry information; (iv) entrants who have committed fraud or deception in entering or participating in the Promotion or in claiming any prize; (v) any problems or technical malfunctions of the Promotion or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials related to this Promotion; (vi) any inability of a winner to accept a prize for any reason; or (vii) the inability to award all or any part of a prize due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

By entering this Promotion, entrant releases Sponsor, Administrator, Facebook, Inc., the NFL Entities, their respective affiliates, shareholders, members, managers, officers, printers, distributors, and advertising agencies, and their employees, agents, and consultants, from any and all liability for any accident, loss, tax liability, damage of any kind, injury or death arising from entrant's participation in this Promotion, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location to obtain or use a prize.

8. DISPUTE RESOLUTION. Any and all disputes with respect to this Promotion will be resolved in the appropriate courts in the State of California exclusively, and subject to the laws of the State of California, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles, California. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by entering this Promotion, entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)

9. WARNING. ANY ATTEMPT BY ENTRANT OR ANY OTHER PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

10. SPONSOR. DIRECTV, Inc., 2230 E. Imperial Highway, El Segundo, CA 90245.

11. ADMINISTRATOR/OPERATOR. Leader Enterprises, Inc., 1775 Woodstock Road, Suite 200, Roswell, GA.

12. WINNERS LIST. For name of prize winners, send a self-addressed, stamped, business-size envelope to: 2011 DIRECTV Ultimate Displaced Fan Instant Win Quarterback Challenge Winners List, 3030 Old Ranch Pkwy., Suite 300, Seal Beach, CA 90740, by June 5, 2012.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

The NFL Entities and each of their respective subsidiaries, affiliates, shareholders, owners, members, managers, officers, directors, agents, representatives and employees will have no liability or responsibility for any claim arising in connection with participation in this Promotion or any prize awarded. The NFL Entities have not offered or sponsored this Promotion in any way. ©2011 NFL Properties LLC. All NFL-related trademarks are trademarks of the National Football League.