

2011 DIRECTV ULTIMATE DISPLACED FAN CONTEST

(IN CONJUNCTION WITH 2011 DIRECTV ULTIMATE DISPLACED FAN VOTING SWEEPSTAKES)

OFFICIAL RULES

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

2. CONTEST PERIOD; FAN VOTING SWEEPSTAKES. The 2011 DIRECTV Ultimate Displaced Fan Contest (the “Contest”) begins September 12, 2011 at 12:00:01 AM Pacific Time and ends December 31, 2011 at 11:59:59 PM Pacific Time (the “Contest Period”). The Contest Period is divided into the following four (4) months of 2011 (the “Months”): September, October, November and December. Sponsor’s clock is the official time-keeping device for this Contest.

This Contest is being conducted in conjunction with the 2011 DIRECTV Ultimate Displaced Fan Voting Sweepstakes (the “Fan Voting Sweepstakes”), whereby registered fans may vote for certain qualifying entries in this Contest during the Months of October, November, and December. The official rules for the Fan Voting Sweepstakes are available by visiting <http://www.ultimatedisplacedfan.com> and selecting the “View and Vote” tab, and continuing to the “View and Vote” page.

3. ELIGIBILITY. The Contest is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at time of entry. (Proof of residency and age may be required.) Officers, directors, and employees (collectively, “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 Contest 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. To enter and become a contestant in the Contest (a “Contestant”), visit <http://www.ultimatedisplacedfan.com> (the “Website”) during the Contest Period, (a) complete the on-line Entry Form, and (b) upload to the Website (i) one (1) essay (up to a maximum of 1000 words), and/or (ii) up to a maximum of five (5) photographs (which must not exceed 25 MB in size and must be in one of the following formats: .gif, .jpg, .jpeg or .png), and/or (iii) one (1) YouTube video (which must be no more than 5 minutes in length), explaining/describing/depicting why you are the ultimate displaced NFL fan - a fan who lives away from his or her favorite NFL team’s hometown and goes to great lengths to evidence commitment and dedication to his or her NFL team. (To prepare a YouTube video, you must be a registered user of <http://www.YouTube.com> (“YouTube”) – there is no fee or charge to become a YouTube registered user.)

For purposes of this Contest and these Official Rules, your “Entry” is, collectively, the information and materials submitted by you as a Contestant, including, without limitation, the information disclosed through the Entry Form, an essay, a video and/or any and all photos submitted. **Limit one (1) Entry per person and/or email address. Entries must be received by 11:59:59 PM Pacific Time on December 31, 2011.**

By entering and submitting an Entry, you agree that you have read and consent to be bound by these Official Rules. To be eligible for this Contest, your Entry must comply with all of the requirements of these Official Rules, including, without limitation, all of the following:

(a) Your Entry must explain, describe and/or depict why you are the ultimate displaced NFL fan. All Entries, essays and videos must be in English.

(b) Your Entry must (i) be your own original work, created solely by you, and be the exclusive property of you alone; (ii) not have been previously published, released or distributed in any form; and (iii) not have won any prior awards or competitions.

(c) Your Entry may not contain, depict or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service (other than officially licensed NFL or Sponsor materials). Your Entry may not contain, depict, identify or reference any NFL players. Any clothing worn in the photographs or videos submitted should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third party materials (other than officially licensed NFL or Sponsor materials).

(d) Your Entry may not contain music of any kind. Your Entry may not otherwise contain any third party materials, and may not in any way violate or infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(e) Your Entry may not be created or submitted if you are under a contractual, employment or other obligation to any other individual or entity to provide the types of materials solicited hereunder as a part of an exclusive obligation, first right of refusal, or other similar restriction, and you may not be, nor may you work with parties in conjunction with your Entry who are: (i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Entry in any media form; (ii) subject to an acting or modeling contract that would make your/their appearance in the Entry a violation of any third-party rights; or (iii) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Entry worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

(f) Your Entry may not, as determined by Sponsor in Sponsor's sole discretion include, contain or depict: (i) any illegal, immoral, obscene, profane, lewd, inappropriate, disparaging, libelous, defamatory or offensive material; (ii) any content unsuitable for broadcast (including, but not limited to, nudity, pornography, profanity, or the incorporation of drugs or alcohol); (iii) any racial, ethnic, religious, or sexual derogatory characterizations or slurs; (iv) any threats to any person, place, business, group or world peace; or (v) any material that features, suggests and/or promotes violence or dangerous activities that may result in injury to yourself or others, and your Entry must not have been dangerous or unsafe to make.

(g) Your Entry may not contain any content or performance that has been broadcast or streamed, published or televised on television, or as part of a recording or a motion picture film or television program, and must not violate any laws, regulations or network standards and shall not promote any product or service other than those owned by Sponsor or the NFL Entities.

(h) Your Entry should not contain, show, depict or record the names, likenesses, image, or voice of any person than yourself. If any other such persons appear or are referred to in any photographs and/or video submitted as part of your Entry, you are solely responsible for obtaining, prior to submitting your Entry, any and all releases and consents necessary to permit the exhibition and use of the photographs and/or video by Sponsor in accordance with these Official Rules. If any person appearing in any photograph or video is under the age of majority in their state of residence, the signature of a parent or legal guardian is required on each release.

(i) Your Entry must not contain any personally identifiable information of any person other than yourself. You acknowledge and agree that any personally identifiable information about yourself in your Entry is non-proprietary and non-confidential, and will be disclosed publicly, and you are solely responsible for any consequences thereof.

(j) Contestants may not copy or otherwise plagiarize Entry materials from any source. Modifying, enhancing or altering a pre-existing work does not qualify as an original creation or submission.

(k) Your Entry may not convey or communicate any message inconsistent with the positive brand, reputation for wholesomeness or good will of Sponsor or the NFL Entities.

(l) As part of your Entry, you may upload to the Website: (i) one (1) essay (up to a maximum of 1000 words); and/or (ii) no more than five (5) photographs (which may not exceed 25 MB in size and must be in one of the following formats: .gif, .jpg, .jpeg or .png); and/or (iii) one (1) YouTube video (which may be no more than 5 minutes in length). Any essays, photographs or videos that fail to comply with such requirements will be rejected. Any video that is not of satisfactory quality (i.e., brightness, focus, volume) to be streamed online will likely be rejected, at Sponsor's sole discretion. Essays are limited to 1000 words or less, and must state the total number of words of the essay (including "I," "a," "and," etc.) in the area labeled "Word Count."

(m) You must fully complete the online Entry Form. Any illegible, unintelligible, garbled, incomplete, or non-complying Entries are not permitted and will be rejected.

Sponsor reserves the right in its sole and unfettered discretion to reject or disqualify any Entry and/or remove any Entry from the Website that Sponsor believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of Sponsor on this and all matters pertaining to the Contest shall be final and binding.

Please note that you may not be sent confirmation of receipt of an Entry; in the event that your Entry is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your Entry. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor or Administrator for purposes of these Official Rules. The submission of an Entry is solely the responsibility of the Contestant, and all internet access and usage charges are the responsibility of the Contestant.

Entries become the property of Sponsor and will not be acknowledged or returned. Contestant acknowledges and agrees that once submitted, the Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use the Entry in any way it sees fit, including, without limitation, for any and all commercial and/or advertising purposes. Contestant acknowledges and agrees that once submitted, the Entry may be posted on the Website, visitors to the Website may be invited to "like" the Entry on Facebook, and the Entry may be linked to or through Facebook and/or YouTube. Contestant agrees that Contestant will not use the Entry for any commercial purpose, other than to enter this Contest; provided, however, Contestant may post his or her Entry to Facebook and/or YouTube, so long as the Entry has been posted on (and has not been removed from) the Website. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the Privacy Policy found on the Website (<http://www.ultimatedisplacedfan.com/privacypolicy>) and with any consent given by a Contestant at the time of entry. Sponsor may use your personal information to send you information about Sponsor as per the 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. In participating in this Contest, you are not providing your personal information to Facebook.

For a copy of these Official Rules, please print them from the Website, or send a stamped, self-addressed envelope to: 2011 DIRECTV Ultimate Displaced Fan Contest Official Rules, 3030 Old Ranch

Pkwy., Suite 300, Seal Beach, CA 90740, by December 31, 2011. (Vermont residents may omit return postage.)

5. JUDGING AND DETERMINATION OF WINNERS. All Entries must meet the Contest entry requirements described in these Official Rules. Eligible Entries will be judged by a panel of independent, qualified judges appointed by Sponsor, which may consist of representatives from Sponsor and other organizations. Decisions of the judges are final in all matters relating to this Contest. Contest judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by Contestants. Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of Contestants who will participate in the Contest. Odds of winning depend on the nature, quality and number of eligible Entries received.

Monthly Selections and Monthly Voting Prizes. The judges will periodically review eligible Entries as they are submitted, and at the end of each of the Months of September, October and November, will select ten (10) Entries (the "Monthly Selections") for posting on the Website for fan voting during the subsequent Month. Fans who have registered as voting fans in the Fan Voting Sweepstakes will be permitted to vote one (1) time each day of the Months of October, November and December (the "Voting Months") for the one (1) Monthly Selection they determine (based on the Judging Criteria described below) to be the best Entry among the Monthly Selections posted. At the end of each Voting Month, the Monthly Selection with the most fan votes via the fan voting during such Voting Month will be deemed the (potential) winner of the Monthly Voting Prize for that Voting Month. Three (3) Monthly Voting Prizes will be awarded; limit one (1) Monthly Voting Prize per Contestant. Each Monthly Voting Prize winner will also automatically become a Contest finalist (a "Finalist") and will advance to compete in the Final Round Judging described below.

First Round Judging. On or about January 3, 2012, all eligible Entries (other than the Entries of the Monthly Voting Prize winners) will be judged in the "First Round Judging," where each judge will award up to a total of 100 points for an Entry according to the following judging criteria and point award method (the "Judging Criteria"): (i) Fan Dedication and Loyalty, as evidenced through the Contestant's Entry (up to 51 points); and (ii) the Creativity of the Contestant's Entry (up to 49 points). The seven (7) Contestants whose Entries obtain the most number of points in the First Round Judging will become Finalists and compete in the Final Round Judging competition.

Final Round Judging. Following completion of the First Round Judging, a total of ten (10) Finalists (the 3 Monthly Voting Prize winners and the 7 Contestants with the most points in the First Round Judging) will compete in the "Final Round Judging," through which the judges will select one (1) Grand Prize winner and five (5) Honorable Mention Prize winners. In the Final Round Judging, each judge will award up to a total of 100 points for a Finalist's Entry using the Judging Criteria. The Finalist with the most total points in the Final Round Judging will be named the (potential) Ultimate Displaced Fan and winner of the Grand Prize. The Finalists with the second, third, fourth, fifth and sixth most total points in the Final Round Judging will each be the (potential) winner of an Honorable Mention Prize. In the event of a tie among Contestants for the Grand Prize, for any of the Honorable Mention Prizes, or for any of the Monthly Voting Prizes, the judges will judge (or re-judge) the tied Contestant's Entries using the Judging Criteria, until such time as the prize winners are determined.

6. WINNER NOTIFICATION. Potential winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners will be notified by phone, email or mail. If any potential winner notification is returned as undeliverable, or if potential winner does not respond to notification within five (5) days of the date of notification, prize will be forfeited and the Contestant with the next highest score will become an alternate winner. Potential winners will be required to sign and return an Affidavit of Eligibility/Ownership/Liability Release and Copyright Assignment and (except where prohibited)

Publicity Release (collectively, a “Release”) within 10 days of notification in order to receive prizes. (If potential winner is under the age of majority in their state of legal residence, the Release must be executed on potential winner’s behalf by a parent or legal guardian). The Grand Prize winner will also be required to sign an agreement to appear at a reasonable number of media interviews and radio broadcasts (number determined by Sponsor) during the course of the Grand Prize trip, within 10 days of notification in order to receive prize. In the event that the names, likenesses or voices of any third parties appear in a potential winner’s Entry, such potential winner will be required to provide a signed release and assignment of rights from each person named, shown, heard or otherwise depicted in the Entry (and in the case of minors, from the minor’s parent or legal guardian) within 10 days of prize notification. Grand Prize winner and guest must travel on the same itinerary, are responsible for providing all required identification and travel documents and complying with all applicable security requirements. Travel companion of Grand Prize winner will be required to sign and return a liability release not less than 14 days before departure date or will not be permitted to accompany winner on trip. (If travel companion is a minor, parent or legal guardian must sign and return release not less than 14 days before departure date and must accompany minor on trip.) In the event of non-compliance with any of these requirements, the prize will be forfeited and the Contestant with the next highest score may be selected as an alternate winner. Unclaimed prizes and/or forfeited prizes may not be awarded.

7. PRIZES. Sponsor will award one (1) Grand Prize, five (5) Honorable Mention Prizes and three (3) Monthly Voting Prizes (one for each Voting Month).

Grand Prize is a 5 day/4 night trip to Super Bowl XLVI (the “Game”) in Indianapolis, Indiana, which includes: (i) two (2) tickets to the Game on 2/05/12; (ii) coach airfare for Grand Prize winner and one (1) guest on an airline selected by Sponsor from the major airport closest to the Grand Prize winner’s residence to Indianapolis, Indiana departing on or about 02/02/12 and returning on or about 02/06/12; (iii) one (1) room standard hotel accommodations (double occupancy) for four (4) nights at hotel of Sponsor’s choice; (iv) rental car (in order to obtain rental car, Grand Prize winner must be at least 25 years of age, have a valid driver’s license and be able to provide proof of automobile insurance at time of rental); (v) \$800 in spending money for Grand Prize winner; (vi) an opportunity for the Grand Prize winner to meet certain NFL players during the Grand Prize trip (Eli Manning, among others, is scheduled to appear; however, all players’ appearances subject to change, and Sponsor reserves the right to substitute other players for that portion of the prize in Sponsor’s sole discretion); (vii) an opportunity for Grand Prize winner to attend the DIRECTV Celebrity Beach Bowl flag football event; and (viii) Grand Prize winner’s choice of either one (1) DIRECTV System (including satellite dish and one HD/DVR receiver, and up to three DVR receivers with remotes and standard installation at winner’s residence) and a twelve (12) month subscription of DIRECTV® CHOICE™ programming with HD Access and NFL SUNDAY TICKET™ for the 2012 season, or a check in the amount of \$1,407. (Total Approximate Retail Value (“ARV”) of Grand Prize is \$11,407.)

In the event that the Game or the DIRECTV Celebrity Beach Bowl flag football event is postponed or canceled for any reason, Sponsor will not be responsible for awarding that portion of the Grand Prize and no substitution or compensation will be provided. The remainder of the Grand Prize package will be awarded. Grand Prize winner must be able to travel on dates stated above; if Grand Prize winner cannot travel on such dates for any reason whatsoever after all travel arrangements are made, winner will forfeit prize and Sponsor may, at its sole discretion, award the Grand Prize to the Finalist with the next highest score in the Final Round Judging competition.

Honorable Mention Prize is the Honorable Mention Prize winner’s choice of either one (1) DIRECTV system (including satellite dish and one HD/DVR receiver, and up to three DVR receivers with remotes and standard installation at winner’s residence) and a twelve (12) month subscription of DIRECTV® CHOICE™ programming with HD Access and NFL SUNDAY TICKET™ for the 2012 season, or a check in the amount of \$1,407. (ARV of Honorable Mention Prize is \$1,407.)

DIRECTV prize winners are solely responsible for advanced equipment, sports subscriptions, premium services, pay per view purchases and any other programming upgrades or selections not provided for as part of the foregoing DIRECTV portion of the prize description. The DIRECTV System is intended to be a primary 4-room system for the winner's receipt of DIRECTV programming. If DIRECTV prize winner has or adds additional DIRECTV Receivers, then DIRECTV prize winner is solely responsible for the \$5.00/mo. mirroring fee charged by DIRECTV for separate programming on the fifth and each additional TV. Complimentary services described above will automatically discontinue once credit is exhausted, or at the end of twelve (12) consecutive months of service (whichever comes first), unless the DIRECTV prize winner calls DIRECTV to continue service at the regular monthly price(s). Bill credits, if any, may not be redeemed for cash. To be eligible to accept the DIRECTV prize, each DIRECTV prize winner must have (at time of prize award, and until prize is awarded in its entirety) a land-based, residential phone line, because all DIRECTV Receivers must be continuously connected to the same land-based phone line. Receipt of DIRECTV programming is subject to the terms of the DIRECTV Customer Agreement, a copy of which is available at www.directv.com/legal. The DIRECTV System can only be installed in a residential dwelling with an area under the exclusive use and control of the DIRECTV prize winner. DIRECTV System must have an unobstructed view of the southern sky. After the 12 months of FREE programming, pending DIRECTV prize winners are responsible for maintaining a minimum of 12 months of DIRECTV service with minimum programming, DVR service and/or HD Access fee based on equipment selected. Certain other restrictions and conditions apply.

Monthly Voting Prize is (i) one (1) \$100 NFLShop.com Gift Card redeemable at NFLShop.com (ARV: \$100), and (ii) depending on prize availability, either a jersey (ARV: \$500), football (ARV: \$400), or photo (ARV: \$250) autographed by Peyton Manning or Eli Manning. (Total ARV of Monthly Voting Prize is \$350 - \$600, depending on autographed item awarded). Monthly Voting Prizes will be awarded ten (10) days following the end of the applicable Voting Month for which prize is being awarded. (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.)

Prizes (and any portion(s) thereof) are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the Grand Prize not specified herein as part of Grand Prize (such as meals, gratuities, incidentals, surcharges, airport charges, and transportation costs), 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. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Actual value of Grand Prize may vary based on hotel fluctuations, airfare fluctuations, and time of departure and distance between departure and destination. 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.

8. GENERAL CONDITIONS. Contest is subject to all applicable federal, state, and local laws and regulations. By entering, Contestant agrees: (i) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (ii) that Entries cannot be used by Contestant (or third parties) for any commercial purpose other than to enter this Contest; (iii) to be contacted by Sponsor by mail, email or telephone; and (iv) to participate in all post-winning activities as set forth in any appearance agreement required by Sponsor. By entering the Contest, Contestant further agrees that Sponsor and any of its designees may post, publish and use all or any part of Contestant's Entry, and if Contestant is a prize winner, use Contestant's name, Facebook user name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and Contestant hereby releases Sponsor, Administrator, and the NFL Entities from any liability with respect thereto.

Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any contest 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 Contest 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 Contest or the Website, or any other aspect of this Contest; and (ii) modify, cancel or suspend part or all of this Contest in the event that human or technical occur in the administration of this Contest 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 Contest. In such event, or in the event the Contest is cancelled, suspended or discontinued for any reason, Sponsor may judge and award prizes based on Contest information collected up to the time of Contest cancellation or suspension.

Neither Sponsor, Administrator, 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 Contestants, with regard to: (i) Entries that contain inaccurate information or do not comply with or violate these Official Rules; (ii) Entries or 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) Contestants who have committed fraud or deception in entering or participating in the Contest or in claiming any prize; (v) any problems or technical malfunctions of the Contest and/or the Website 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 Contestant's or any other person's computer related to or resulting from participation or downloading any materials related to this Contest; (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 Contest, Contestant releases Sponsor, Administrator, the NFL Entities, Facebook, Inc., YouTube, their respective affiliates, shareholders, members, managers, officers, agents, printers, distributors, and advertising agencies, and their employees, agents, and consultants, from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from Contestant's participation in this Contest or in any Contest related activity, 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.

9. REPRESENTATIONS AND WARRANTIES/ INDEMNIFICATION. By entering this Contest, Contestant represents and warrants as follows: (i) the Entry is the Contestant's sole, original work, and Contestant holds the sole and exclusive rights to the Entry; (ii) the Entry was created solely by the Contestant for the purpose of entering the Contest; (iii) no part of the Entry has been previously published, distributed or otherwise exploited; (iv) the Entry does not and will not violate or infringe upon the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) the Entry does not contain any computer virus and is otherwise uncorrupted; (vi) the Entry does not and will not violate any applicable laws; (vii) the Entry is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; and (viii) the Entry otherwise complies with all of the requirements and conditions of the Official Rules, including, without limitation, all those requirements and conditions listed in section 4 of these Official Rules.

Contestant hereby agrees to indemnify and hold Sponsor, Administrator, the NFL Entities, their respective parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, agents, representatives, printers, distributors, and advertising agencies, and their employees, agents, and

consultants, harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Contestant hereunder. If Contestant is a minor in his or her state of legal residence and is selected as a potential winner, prior to issuance of any prize, Contestant's parent or legal guardian will be required to acknowledge all of the foregoing in writing on the minor's behalf and will be required to further acknowledge that the minor and parent/legal guardian shall be bound thereby.

10. GRANT OF RIGHTS. By entering, Contestant irrevocably grants Sponsor, its subsidiaries, divisions, affiliates, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit and/or otherwise use the Entry (including any photographs and/or videos) in whole or in part, and copyrights therein, in any way and in any and all media, in Sponsor's sole discretion, including but not limited to, the posting of any photographs or video (in whole or in part) on the Website, social networking sites or any websites owned or operated by Sponsor or its affiliates, divisions or subsidiaries. Upon Sponsor's request, Contestant agrees to sign any and all legal forms deemed necessary by Sponsor to irrevocably assign, convey and transfer to Sponsor any and all right, title and interest in and to the Entry (including any photographs and/or videos), including without limitation, all copyrights associated therewith, or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules.

11. DISPUTE RESOLUTION. Any and all disputes with respect to this Contest 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, Contestants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles, CA. 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 Contest, Contestant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, 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 Contest, but in no event attorneys' fees; and (iii) under no circumstances will Contestant be permitted to obtain awards for, and Contestant 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.)

12. WARNING. ANY ATTEMPT BY A CONTESTANT, ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST 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 CONTESTANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

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

14. ADMINISTRATOR. Leader Enterprises, Inc., 1775 Woodstock Road, Suite 200, Roswell, GA.

15. WINNERS LIST. For names of prize winners, send a self-addressed, stamped, business-size envelope to: 2011 DIRECTV Ultimate Displaced Fan Contest Winners List, 3030 Old Ranch Pkwy., Suite

300, Seal Beach, CA, by June 5, 2012. Information regarding scores awarded for Entries will not be available.

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

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 Contest or any prize awarded. The NFL Entities have not offered or sponsored this Contest in any way. ©2011 NFL Properties LLC. All NFL-related trademarks are trademarks of the National Football League.