

**WIN BROOKS & DUNN VIP CONCERT TICKETS AND MEET AND GREET
FROM BROOKS & DUNN AND A&E'S PRIVATE SESSIONS
OFFICIAL RULES**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. Federal, state and local laws and regulations apply. Taxes, customs, duties and like amounts connected with the prizes are the winner's responsibility.
2. Eligibility. The WIN BROOKS AND DUNN CONCERT TICKETS AND MEET AND GREET FROM BROOKS AND DUNN AND A&E'S PRIVATE SESSIONS (this "Promotion") is open only to individual persons (each, an "Entrant") who are legal residents of the United States (excluding Puerto Rico) and the District of Columbia (the "Territory") and are 18 years or older as of the beginning of the Promotion Period (as defined below). Limit one entry, per person, per e-mail address, per household, and per day. Multiple entries submitted by an Entrant, or any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of that Entrant. Entries generated by a script, macro or other automated means are void. Entrants who disregard these Official Rules are ineligible to win. Officers, directors, employees, contractors, representatives and agents of A&E Television Networks ("AETN"), and each of their respective immediate families and household members are not eligible to enter this Promotion.
3. How to Enter.
This Promotion begins at 12:00 P.M. noon on September 18, 2009 Eastern Time ("ET") and ends at 12:00 P.M. noon ET October 30, 2009 (the "Promotion Period"). To enter this Promotion, go to the [http:// www.aetv.com/private-sessions/brooks-and-dunn/index.jsp](http://www.aetv.com/private-sessions/brooks-and-dunn/index.jsp) (the "Promotion Website"), complete the online entry form including naming the last two songs performed by Brooks and Dunn on the September 20, 2009 telecast of A&E's Private Sessions and click "submit" ("Entries"). Entries must be received by 12:00 P.M. noon ET on October 30, 2009. AETN is not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Promotion.

AETN is not responsible for any misdirected, lost, late, inaccurate or incomplete entries, and such entries will be void. AETN is not responsible for: (1) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, (2) garbled or jumbled transmissions, (3) service provider/Internet/web site/use net accessibility or availability, traffic congestion, (4) unauthorized human intervention or (5) the incorrect or inaccurate capture of entry information or the failure to capture any such information. All entries and other materials submitted by Entrants in connection with this Promotion become the property of AETN and will not be returned or acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by AETN. By entering this Promotion, unless prohibited by law, each Entrant grants to AETN the right to use, display, distribute or publish such Entrant's name, likeness, photograph, voice, address (city and state), biographical information, and any material based thereon or derived there from, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with this Promotion or as AETN otherwise determines in its sole discretion, and for purposes of advertising or trade in promoting or publicizing AETN, its products and/or services, without compensation. Acceptance of a Prize constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use.

By entering, each Entrant agrees to be bound by the rules and regulations of this promotion. The Winner will be notified by mail, telephone or email, at the telephone number or addresses provided on the entry form, and individuals are required to respond within twenty-four (24) hours of notice or forfeit any prize.

The Winner, and any individual accompanying the winner utilizing the ticket prize (the Companion”) will also be required to sign (and return) an Affidavit of Eligibility (“Affidavit”) and/or Publicity Release (“Release) (except where prohibited by law) within fourteen (14) days of notification. If any winner and/or Companion fails to respond and return the completed Affidavit and/or Release as required within that time period, prizes will be forfeited and awarded to an alternate winner chosen at random from the remaining entrants in the pool. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. Winner may be required to provide evidence that winner is the authorized account holder of the email address associated with the telephone number and winning entry and complete an Affidavit and any applicable Release. By accepting a prize, winners and their Companion consent to the use of their names, voices, photographs and/or other likenesses for advertising or publicity purposes without additional compensation, except where prohibited by law. All Entrants, by entering, and Companions, by participating, release Sponsors, and their parent companies, affiliates, subsidiaries, vendors, agencies, officers, directors, agents, employees, suppliers and all others associated with the development or execution of this sweepstakes from any and all liability with respect to, or in any way arising from, this sweepstakes or the acceptance, possession or use of any prizes including, without limitation, liability for any personal injury, damage or loss. ANY CLAIMS OR CONTROVERSIES RELATING TO OR ARISING FROM THIS SWEEPSTAKES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF AND SHALL BE BROUGHT IN THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK. EACH ENTRANT AGREES TO THAT VENUE AND JURISDICTION AND THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS.

4. Prizes.

AETN will award the winner two tickets to the December 6, 2009, Brooks and Dunn concert in Las Vegas, Nevada (the “Concert”) at the Las Vegas Hilton and provide a “Meet and Greet” session with Kix Brooks and Ronnie Dunn (collectively, the “Prize”). Each ticket has an approximate retail value (“ARV”) of One Hundred Forty Five Dollars (\$145.00), and the approximate retail value, per person, for the “Meet and Greet” session is Two Hundred Dollars (\$200.00) for a total approximate retail value of Six Hundred Ninety Dollars (\$690.00). THE PRIZE DOES NOT INCLUDE ANY TRAVEL OR ACCOMODATIONS RELATED TO THE WINNER AND COMPANION ATTENDING THE CONCERT. ANY EXPENSES RELATED TO TRAVEL AND ACCOMODATIONS TO ATTEND THE CONCERT ARE THE SOLE RESPONSIBILITY OF THE WINNER AND COMPANION. The Prize cannot be substituted, exchanged or transferred, except that AETN reserves the right, in its sole discretion, to substitute prizes of equal or greater value.

5. Drawing and Odds of Winning.

Prize winners will be selected in a random drawing from among all eligible Entries received, to be held on or about five (5) business days after the completion of the Promotion Period. All drawings shall be conducted by AETN whose decisions are final and binding with respect to all aspects of this Promotion. The odds of winning a Prize will be determined by the number of eligible entries received.

6. Prize Winners. Each potential Prize winner and his/her entry shall be subject to verification and the requirements of these Official Rules. AETN will notify Prize winners by mail, telephone or e-mail. AETN will require Prize winners and/or Companion to execute documents, which may include: an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any Prize (collectively, "Affidavit"). If a Prize winner does not respond to the Prize notification within 14 days, is found to be ineligible, fails

to execute any documentation required by AETN and/or a Prize is returned as undeliverable, AETN will consider such Prize winner to have forfeited the Prize and another Prize winner will be selected as time allows. AETN reserves the right to modify notification procedures in its sole discretion, if necessary due to time constraints. If a Prize is won by a person, or a Companion participates, who is not of the legal age of majority in his/her state of residence (a "Minor"), the Minor's parent or legal guardian will be required to execute the Affidavit on the Minor's behalf. AETN reserves the right to disqualify any Entrant and/or Companion for any reason, including without limitation, if that Entrant has not complied with these Official Rules or has interfered, in AETN's sole opinion, with the proper conduct of this Promotion. Payment of all taxes is the sole responsibility of each Prize winner. Prize winners may be issued an IRS Form 1099 for the approximate retail value of the applicable Prizes.

7. Use of Entrant Information for Marketing Purposes.

By entering this Promotion, Entrant agrees that, unless Entrant otherwise opts out on the Promotion Website, AETN and its designees may use Entrant's, physical and/or e-mail address to contact Entrant regarding AETN's programming and other offers and/or promotions that AETN believes may interest Entrant.

8. Dispute Resolution; Limitation of Liability. Each Entrant and/or Companion hereby releases, and agrees to defend, indemnify and hold harmless AETN, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's and/or Companion's participation in this Promotion or the awarding, acceptance, use or misuse of any Prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in New York, New York, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

9. General Conditions. This Promotion is subject to all applicable Federal, State and local laws and regulations. By entering this Promotion, each Entrant and/or Companion agrees to be bound by these Official Rules and the decisions of AETN, and to accept delivery of the Prize based upon availability. In addition, each Entrant represents and warrants that all information contained in his/her entry is true and accurate. AETN is not responsible for any printing errors in these Official Rules. In the event this Promotion is compromised for any reason (including computer virus, tampering, bugs, computer malfunction, fraud, unauthorized intervention or other causes beyond the control of AETN) which, in the sole opinion of AETN, corrupts or impairs the administration, security, fairness or proper play of this Promotion, AETN reserves the right in its sole discretion to suspend, modify or terminate this Promotion. AETN is not responsible if any Promotion cannot be implemented or any Prize cannot be awarded due to delays or interruptions beyond AETN's control, including those due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way in AETN's sole discretion shall be disqualified. This Promotion is void where prohibited.

10. Promotion Sponsor; Obtaining a Winner's List. This Promotion is sponsored by AETN, 235 E. 45th Street, 7th floor, New York, NY 10017, ATTN: Alexa. To receive a list of Prize winners, send a self-addressed, stamped envelope (except where prohibited), and a note identifying the name of this Promotion, after the Promotion Period has ended but within 120 days of the last date of the Promotion Period, to the address above, Attention: Alexa, Private Sessions Promotions Department.

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