

Tweet your saving and win Sweepstakes Rules and Regulations:

1. No purchase necessary to enter or claim a Prize: A purchase does not increase your chances of winning. No skill is necessary to enter or win.
2. Sponsor: The sponsor of this Sweepstakes is Bandwidth.com, Inc., located at 4001 Weston Parkway, Cary, NC 27513 (“Sponsor”).
3. Eligibility: The PhoneboothOnDemand (“Phonebooth”) Tweet Your Savings & Win Sweepstakes (the “Sweepstakes”) is open to anyone with a Twitter account who is at least 18 years of age and has a mailing address located in the United States. Employees and agents of Sponsor and/or its affiliates, agencies and distributors (“Associated Persons”), members of such Associated Persons’ families, and individuals living in the same household with such Associated Persons are not eligible to win. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.
4. How to Enter: The Sweepstakes will begin at 8:00AM EST on Thursday, November 5, 2009, and end at 5:00PM EST on Friday, December 4, 2009. To enter the Sweepstakes, you (“Entrant”) must send out a tweet from your own Twitter account and include the words **“I just configured a cloud phone system to save “XX%” over a PBX. Check out the configurator at phonebooth.net”** in your message, with the “XX%” dynamically generated from the Phonebooth.net online configurator. The rest of the message is up to you. Use the Twitter “Update” function to complete your Sweepstakes entry. You may tweet as many times as you like, but only the first tweet will count as an entry (limit one entry per Twitter account). Sponsor’s decisions will be final in all matters relating to the Sweepstakes and winner eligibility. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. Each potential winner will be required to show proof of Twitter account, age, and mailing address, in order to be awarded a prize.
5. Entry Period and Prize Drawing: The winners will be chosen at random from all correctly completed tweets entered between 8:00AM EST, Thursday, November 5, 2009 and 5:00PM EST, Friday, December 4, 2009 (“Entry Period”). Winners will be announced on the Sponsor’s Twitter account (<http://www.twitter.com/bandwidth>). An official entry will only be counted if the Twitter service displays the entry from their public search stream (<http://search.twitter.com/>). Sponsor is not responsible for entries undelivered to the public search stream.
6. Odds: There will be a total of five (5) Prize winners. Odds of winning any random drawing will depend on the number of entries received during the applicable Entry Period.

7. Prizes and Approximate Retail Values (“ARV”): Five (5) prizes will be available, and the five (5) winners will be chosen on Tuesday, December 8, 2009. Each winner will receive a brand new Apple iPod Nano 8GB (ARV \$149 USD). All prizes for the Entry Period have a total combined ARV of \$745.00 USD. Winners are responsible for all insurance, federal, state, and local taxes which may be due, and any other unspecified expenses associated with acceptance or use of prizes. As may be necessary, the prize winners will be issued an IRS Form 1099 for the ARV of the prize awarded. Sponsor has the right, but no obligation, to substitute a different prize of equal or greater value. Sponsor will purchase the prize on the Winner’s behalf and have it shipped directly to winner’s provided United States mailing address. Sponsor will contact winner(s) no later than Wednesday, December 9, 2009, by using the “direct messaging” feature in Twitter to send a message to the winner’s Twitter account, and by posting a list of winners on Sponsor’s Twitter account (<http://www.twitter.com/bandwidth>). Sponsor reserves the right to require winner(s) to validate their Twitter account against a winning entry, and to provide proof of age and a United States mailing address. Sponsor will order for shipment all prizes within 30 calendar days of the end of the Entry Period. If any potential winner cannot be contacted within ten (10) calendar days after the end of the Entry Period, or if prize is returned as undeliverable when sent to the address provided to Sponsor from a potential winner, potential winner forfeits prize.
8. Use of Information: By participating, Entrants authorize the Sponsor to use Entrant’s Twitter account name, and other personal and indentifying information that Entrant shares with Sponsor while participating as an Entrant in this Sweepstakes, including their name, voice, likeness, biographical data, city and state of residence, and entry materials, in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.
9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Bandwidth.com, Inc., and any promotional partners, each of their parent, subsidiary, affiliate and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the “Released Parties”) from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or

disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. 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 the stated number of prizes as set forth in these Rules and Regulations 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.

Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, abbreviate or suspend the Sweepstakes or any portion thereof for any reason without further obligation or advance notice. If the Sweepstakes is not capable of running as planned by Sponsor, notice will be posted on <http://phonebooth.net>. In the event that the Sweepstakes is abbreviated for any reason, the Sponsor reserves the right at its sole discretion, but is under no obligation, to award prizes from among all valid and eligible entries received up to the time of termination.

By entering, Entrants agree to comply with these rules. Any Entrant who attempts to tamper with the Sweepstakes, in Sponsor's sole discretion, shall be disqualified. In the event of a dispute as to who submitted an entry, the Entry will be deemed submitted by the authorized account holder of the Twitter account submitted at the time of entry. "Authorized account holder" means the natural person who is in control of the email address associated with the entering Twitter account.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN 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 TO THE EXTENT ALLOWED BY LAW) FROM ANY SUCH ENTRANTS TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

If any portion of these rules is determined to be invalid or illegal, the remaining portions of these rules will remain in effect and be construed with their terms as if the invalid or illegal provision were not contained herein.

11. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the laws of the State of North Carolina, without reference to its choice of law principles; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes 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, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and Regulations, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without reference to its choice of law principles.

12. Notification: Winners will be contacted directly from Sponsor's Twitter account (<http://www.twitter.com/bandwidth>) by a direct message to the Winners' Twitter account. It is the Entrant's sole responsibility to contact Sponsor to collect Prize.
13. Winners List: The names and/or Twitter account names of the winners will be posted on <http://phonebooth.net> by December 9, 2009. To obtain a list of winners and/or a copy of these Rules and Regulations, send a self-addressed, stamped envelope postmarked no later than December 9, 2009 to: Bandwidth.com, Inc., 4001 Weston Parkway, Cary, NC 27513, Attn: Marketing Department.