

Qwest Sponsorship Incentive Contest

This is a contest, not a sweepstakes. The Qwest Sponsorship Incentive Contest ("Contest") starts December 1, 2010 at 12:01 AM Central Standard Time and ends January 31, 2010 at 11:59 PM Central Standard Time ("Promotion Period"). The top eligible leasing agent with the most Refer a Friend referrals during the Contest period will win the designated prizes below. Sponsored by Qwest Corporation.

ELIGIBILITY: The Contest is open to property leasing agents registered with Qwest Refer a Friend program who are legal residents of Iowa, Minnesota, Nebraska, North Dakota and South Dakota and who are eighteen (18) years or older at the time of entry. Employees, officers and directors of Qwest, advertising and promotional agencies and their immediate families (spouse, siblings, parents and children and their spouses) and members of their immediate households are not eligible. The Contest is subject to all applicable federal, state, local laws and regulations. Void outside Iowa, Minnesota, Nebraska, North Dakota and South Dakota and where prohibited or restricted by law, rule or regulation.

WAYS TO PARTICIPATE:

ENTRY METHOD:

During the Contest period, eligible individuals who submit Refer a Friend referrals resulting in a closed sale will be entered to win. The four leasing agents with the most referrals resulting in a closed sale will win the 1st Component prizes.

PRIZES:

1st Component:

- TWO (2) MICROSOFT® XBOX 360 GAMING CONSOLES (approximate retail value of each: \$199.95) to the top two referral producers in December 2010.
- TWO (2) MICROSOFT® XBOX 360 GAMING CONSOLES (approximate retail value of each: \$199.95) to the top two referral producers in January 2011.

Prizes will be determined based Refer a Friend website results at the end of the Contest period.

2nd Component:

- ONE (1) MICROSOFT ZUNE® MEDIA PLAYERS (approximate retail value of \$125) by random drawing from the eligible entries in December 2010.
- ONE (1) MICROSOFT ZUNE® MEDIA PLAYERS (approximate retail value of \$125) by random drawing from the eligible entries in January 2011.

APPROXIMATE COMBINED TOTAL RETAIL VALUE FOR PRIZES = \$1,049.80.

Limit one (1) Prize per person, family or household.

1st COMPONENT WINNER SELECTION:

The two leasing agents in December 2010 and in January 2011 with the most referrals during each month resulting in a closed sale will win the prizes during each period. Only a total of four winners will be announced for the 1st Component. Should there be a tie among the entrants in each month for the second highest number of referrals resulting in a closed sale, Sponsor will decide the final winner by random drawing. This random drawing will only be conducted to resolve a tie situation. The drawing will be conducted by a Qwest employee on or about January 7, 2011 for the December contest and on or about February 7, 2011 for the January contest. The decision of Sponsor, including the selection of Winners, are final and binding on all matters relating to this Contest.

2nd COMPONENT RANDOM DRAWING:

The potential winners (the "Winners") of the 2nd Component drawing will be selected by random drawing on or about January 7, 2011 for the December drawing and on or about February 7, 2011 for the January

drawing. The decisions of Sponsor, including the selection of Winners, are final and binding on all matters relating to this Sweepstakes.

Odds of winning the 2nd Component will depend on the total number of eligible entries received, but is expected to be approximately 2 prizes out of 100 entrants.

PRIZE RESTRICTIONS: Prize is not transferable or redeemable for cash; and prize substitutions will not be allowed, except at discretion of Sponsor. The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole discretion. There will be no substitutions for the Prize except by Sponsor who reserves the right to substitute a prize (or portion thereof) of comparable or greater value at its sole discretion. Sponsors will not replace lost or stolen prizes.

All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner.

TAXATION: The Prize Winners are solely responsible for any and all federal, state, and local income taxes associated with his or her Prize. Qwest is not responsible for and will not pay or in any way compensate Prize Winners for taxes associated with winning a Prize in this contest. The Prize Winners may be required to provide certain tax-related documents to Qwest before receiving a prize. If required by law, Qwest will issue Form 1099-MISC to a Prize Winner reporting the taxable retail value of his or her Prize. The Prize Winner should consult his or her tax advisor about the tax implications of winning a Prize.

NOTIFICATION: The potential Winners for the December contest and drawing will be notified by telephone on or about January 10, 2011 and the potential winners for the January contest and drawing will be notified by telephone on or about February 8, 2011. Prize will only be awarded to Winners whose names are submitted at the time of entry. **Winners must accept prize within 5 days from time of notification (or attempted notification) or the prize will be forfeited and alternate winners may be selected from among all remaining eligible entries at the sponsor's discretion. In the event that the alternate winner does not respond or accept, the prize will be forfeited in its entirety. The prize may not be awarded.** Refusal of Sponsor's statement of eligibility and release of liability will also result in disqualification and, at Sponsor's sole discretion and time permitting, cause an alternative winner to be chosen from among all remaining eligible entries. Sponsor will mail prizes to winners, return receipt required (signatures of winners required).

WAIVER OF LIABILITY/PUBLICITY RELEASE: By acceptance of Prize, the Winners grant to Qwest the right to publicize such Winners' names, city and state/province of residence and/or likeness in any medium now or hereafter devised worldwide without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: By entering, participants (agree (a) to these Official Rules and the decisions of the Sponsor and the judging agency, which shall be final in all matters relating to the Contest; (b) to release and hold harmless Sponsor, and their affiliated companies and directors, officers and employees from any and all claims, liability or damages arising out of their participation and the acceptance and use of a prize; (c) to permit Sponsor and its agents to use winner's name, city and/or likeness for advertising, promotional and publicity purposes in all media without additional compensation and any prior review or approval; (d) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; and (e) that all causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form class action. This Contest is governed by laws of the State of Colorado, for the resolution of all claims and disputes. Sponsor and judging agency are not responsible for printing or typographical errors in any Contest-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible, or for transactions, entries or communications that are processed late or incorrectly or lost due to computer or electronic malfunction or human error.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding any entry, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Sponsor reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest and award Contest prizes from among all eligible entries received prior to cancellation or termination. Sponsor also reserves right to disqualify any individual who does not comply with these Official Rules.

WINNER LIST: For the name of prizewinners, send a self-addressed, stamped envelope by February 1, 2011 to Qwest Sponsorship Incentive Contest, Attn: Kim Van Eeckhout, 50th Floor, 1801 California Street, Denver, Colorado, 80202.

CONSUMER DISCLOSURE: No entrants have yet won. Contest ends January 31, 2011. Approximate Total Retail Value of entire Contest: \$1,049.80. Sponsored by Qwest Corporation, 1801 California Street, Denver, CO 80202.