

“WHERE DO YOU BOINGO?”

CONTEST TERMS AND CONDITIONS OF ENGAGEMENT

These are the terms and conditions (“Terms and Conditions”) for the “Where Do You Boingo?” contest (“Contest”) which is sponsored by Boingo Wireless, Inc. (“Boingo”):

1. The Contest will run for the calendar months July 2007 through June 2008 (the “Term”). Contest is void where prohibited, restricted or taxed by law.
2. As used herein, a “Valid Boingo Account” means a Boingo account for either Boingo’s As-You-Go, Unlimited, Global, or Mobile subscription services that is in good standing as of the last calendar day of the applicable calendar month.
3. All holders of a Valid Boingo Account (a “Boingo User”) as of the last day of each calendar month during the Contest Term who have Internet access and an email account, and who are 18 years of age (or older if the age of majority differs in any jurisdiction(s) having authority over the Boingo User) as of July 1, 2007 are eligible to participate in the Contest. Employees of Boingo or any of its affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies and members of the immediate families (defined as parents, children, siblings and spouse, regardless of where they reside) or households of such employees are not eligible. All federal, state and local laws and regulations apply.
4. The Valid Boingo Account that has the most connections to the Internet at the most number of distinct hotspot locations in the Boingo aggregated network (a “Hotspot”) during each of the twelve calendar months during the Term as measured by Boingo, subject to verification and compliance with these Terms and Conditions, will be the winner (“Winner(s)”) for that calendar month, and will be awarded a Nokia N810 Internet Tablet (the “Prize”). If more than one Valid Boingo Account has the same, highest number of distinct Hotspot connections during a calendar month, each Valid Boingo Account will be awarded a Prize. Please see www.nseries.com/n810 for further information about the Nokia N810 Internet Tablet. Total actual retail value of all twelve monthly prizes is \$3,000 (or greater if there are multiple winners for any calendar months). Taxes on Prizes (including, without limitation, income or withholding taxes), if any, are the sole responsibility of the individual Winners. The Prize is not redeemable in cash and is non-transferable.
5. Connecting at the same Hotspot location multiple times during a calendar month will only count as a single Hotspot connection. Connections at hotspot locations that are not part of Boingo’s aggregated network do not count towards the Contest.
6. The potential Winner each month will be contacted via email during the following month. It is the potential Winner’s responsibility to make sure he/she has provided an email address that is valid. If Boingo cannot contact the potential Winner within seven days of attempting to contact him/her at the email address provided, or if the provided email address is defunct at the time the notice email is sent out, or the potential Winner does not respond to Boingo within seven days of receiving the notification email, the Prize will be forfeited and an alternate Winner will be selected.
7. By claiming the Prize, Winner authorizes the use, without additional compensation, of his or her name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers and other publications and in television or film releases, slides, videotape, distribution over the internet and picture data storage) which Boingo may deem appropriate.
8. All other terms and conditions of your Boingo Customer Agreement, which you agreed to when you registered for your Boingo account, are incorporated into this Contest’s Terms and Conditions. As stated in the Boingo Customer Agreement, only a Registered User may use his or her account to connect to Hotspots.

9. Boingo, in its sole discretion, can disqualify from this Contest any person who, in Boingo's reasonable suspicion, tampers with the entry process or the operation of any Hotspot, or who otherwise violates these Terms and Conditions or any of part of the Boingo Customer Agreement. Boingo has the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without prior notice, if, in Boingo's judgment, the Contest is altered, corrupted or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Boingo's control. Notice of any such termination, suspension or modification of the Contest will be posted at www.boingo.com/wheredoyouboingo/.
10. By entering into the Contest, you agree to all of the Terms and Conditions of this Contest. Boingo and its affiliates, subsidiaries, advertising, promotion and publicity agencies and all of their respective directors, officers, employees, agents, representatives, successors and assigns are not in any way responsible or liable for damages, loss or injury resulting from participation in this Contest or acceptance, loss or use of the Prizes awarded. Use of a false name, username or email account will disqualify an otherwise Valid Boingo Account and the applicable Boingo User. Boingo is not responsible for hardware or software malfunctions, lost or unavailable network connections, server unavailability due to technical, capacity constraints or other issues, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications. Boingo is not responsible for typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of the Prizes. You further agree that in any cause of action, Boingo's liability will be limited to the cost of entering and participating in the Contest, and in no event shall Boingo be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved under the laws of the State of California, without respect to any conflict of law issues, and entrant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. Federal and State Courts of Los Angeles County, California, U.S.A.
12. You assume sole liability for injuries, including personal injuries and/or damage to property or Prize, caused or claimed to be caused by participating in this Contest or the acceptance, loss, shipment, or use of any Prize awarded. Boingo is not responsible for any failure to contact entrants, whether due to technical or human error. All of Boingo's decisions regarding the application and interpretation of these Terms and Conditions are final and binding.
13. A Boingo User can only win a Prize once within the first twelve months of the Contest.
14. Sponsor: Boingo Wireless, Inc., 10960 Wilshire Blvd. Suite 800, Los Angeles, CA 90024, U.S.A.

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