

THE 49ERS "Game Plan" NANOGAMING OFFICIAL PRIZE RULES

No Purchase Necessary to Enter or Win. The 49ers "Game Plan!" begins Monday, September 10, 2007 and ends at the conclusion of the final 49ers game of the 2007 season, including playoffs. Game Plan is hosted by Live Hive while all prizes will be awarded by the SAN FRANCISCO FORTY NINERS, LIMITED, 4949 CENTENNIAL BLVD., SANTA CLARA, CA 95054 ("Sponsor" and "49ers").

1. ELIGIBILITY. Game Plan can be played by anyone over the age of 13, but eligibility for prizes is open only to current legal residents of the continental U.S., Alaska and Hawaii and Canada (excluding the province of Quebec) who are the age of majority in their respective jurisdiction at the time of entry. Employees, shareholders, officers, directors, agents, representatives of Sponsor and their immediate family members and those living in their household, and each person or entity connected with the production, administration or judging of Game Plan, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

2. HOW TO ENTER. Register online at <http://www.49ers.com/gameplan/> be the rightful owner of the e-mail address provided. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account was opened. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries, in the sole discretion of the 49ers, will be disqualified. All information entered by contestants will become the sole property of the 49ers.

3. SELECTION AND NOTIFICATION OF WINNERS. The top three Grand Prize winners (based on highest cumulative score over his/her best 8 games) will receive the Grand Prize by mail within thirty (30) days of the Game Plan Period. The weekly winners will receive their prizes within 15 days. Drawing for the Multiple Player Packages will be held within 15 days of the end of the Game Plan period. All selected entrants will be required to respond (as directed) to the phone and/or e-mail notification within 48 hours of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case, Sponsor may randomly select an alternate chosen entrant from among the remaining eligible entries. Each selected entrant may also be sent an affidavit of eligibility / liability / publicity release ("Release"). Except where prohibited by law, selected entrants must allow Sponsor to use their name, picture, and winning story for marketing purposes. Selected entrants may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. Unless restricted by law, each selected entrant will be required to complete and return the Release within the time period specified therein. An alternate selected entrant may be randomly selected from among the remaining eligible entries if a selected entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason.

4. PRIZES.

The grand prize winner (highest cumulative score over his/her best 8 games) will receive the Grand Prize, which shall include (2) tickets for a home game of the 49ers choosing in 2008, (2) tickets to the Alumni Tailgate Pre-Game Party and (2) pre-game sideline passes. The second grand prize winner (based on average of best eight games played throughout the 2007 season, including 49ers playoff games) will receive an autographed helmet and two VIP passes to the 49ers 2008 Training Camp. The third grand prize winner (based on average of best eight games played throughout the 2007 season, including 49ers playoff games) will receive an autographed jersey.

All participants who play in a total of 10 games throughout the 2007 NFL season, or all participants who score 200,000 points will receive 15% off at the team's online store, shop49ers.com

In addition, those same participants will be entered into a drawing for variety of prizes including 2 tickets to a 49ers game of the 49ers choosing, 2 pregame sidelines passes, 2 VIP Draft Day Party tickets, 2 VIP Training Camp Tickets, an autographed football, and 2 Alumni Tailgate tickets.

The 49ers will also offer a weekly winner prize. The highest scorer for the 49ers game each week will receive a t-shirt, hat and choice of either a 49ers Yearbook or a 49ers Gold Rush Calendar.

All taxes are the sole responsibility of the Grand Prize Selected Entrant. Approximate retail value ("ARV") of the Grand Prize First Place Package is One Thousand, four hundred Eighteen US Dollars (US \$1,418). The Grand Prize Second Place Package is One Thousand US Dollars (\$1,000). The Grand Prize Third Place Package is Five Hundred US Dollars (US \$500). The total for the prizes offered in the Multiple Prize Packages is Two Thousand Two Hundred Sixty Eight US Dollars (US \$2,268). The weekly prize package is valued at Sixty Five US Dollars (US \$65).

If any prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater value will be awarded. Prizes are nontransferable except as provided herein and cannot be redeemed for cash.

5. ODDS. The odds of winning for the three grand prizes depend on the total number of contestants participating, while the odds of winning one of the multiple player packages depend on the total number of games played and the number of qualifying participants.

6. CONDITIONS. Game Plan Prizing is subject to these Official Rules. By participating, entrants agree to be bound by these complete Official Rules, and the terms of service in the 49ers Service Agreement which can be found at <http://www.SF49ers.com/help/privacy.asp>. All decisions of Sponsor are final and binding; and entrants agree to waive any right to claim ambiguity in the Game Plan or these Official Rules, except where prohibited by law. By accepting a prize, winner agrees to release Sponsor, its attorneys, affiliates, together with the respective directors, employees, officers, licensees, licensors and agents of each, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Game Plan, (collectively, the Releases) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities. Sponsor reserves the right to use the Game Plan for publicity purposes in any media, and to use the name, likeness, and hometown name and/or prize information of Selected Entrants as part of that publicity, without any compensation or prior review unless prohibited by law. Taxes, if any, are the sole responsibility of Selected Entrants, and Selected Entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded prize. This Game Plan is void outside the continental US, Alaska, Hawaii, and Canada, and where prohibited or restricted by law, and subject to applicable federal, state provincial and local laws. Sponsor reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Game Plan or violating these Official Rules. The Releases shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Game Plan; or (v) any printing, typographical, administrative or technological errors in any materials associated

with the Game Plan. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Game Plan, and reserve the right, in their sole discretion, to cancel, modify or suspend the Game Plan should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Game Plan. Sponsor may prohibit an entrant from participating in the Game Plan or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Game Plan in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. Sponsor may disqualify at its sole discretion any entries it believes are created by an automated system. Disputes regarding these Official Rules and/or this Game Plan will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Game Plan must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME PLAN MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE GAME PLAN. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. PRIVACY. All personal information collected by 49ers and LiveHive will be used for administration of the Game Plan. Entrants will be added to 49ers eblitz list and may be contacted immediately or in the future by the 49ers for solicitation. In addition, entrants shall receive commercial advertising email correspondence from, or on behalf of the 49ers, subject to the 49ers's privacy policy. 49ers use reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to 49ers privacy policy located at URL www.SF49ers.com/help/privacy.asp for important information regarding the collection, use and disclosure of personal information by Sponsor.

8. OFFICIAL RULES. For a copy of these Official Rules, send your request in a self-addressed, stamped envelope (WA, VT and Canadian residents need not affix return postage) to: The 49ers Game Plan Official Rules, 4949 CENTENNIAL BLVD., SANTA CLARA, CA 95054. Requests must be received by January 31, 2008.

9. WINNERS LIST. For names of the prize winners available after the conclusion of the 49ers 2007 schedule, including playoffs, send your request in a self-addressed, stamped envelope (WA, VT and Canadian residents need not affix return postage) to: The 49ers Game Plan Winners List, 4949 CENTENNIAL BLVD., SANTA CLARA, CA 95054. Requests must be received by March 1, 2008

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