T-Mobile @Work GOGO Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. GoGo Mobile Pass Offer is Available While Supplies Last.

1. Eligibility: T-Mobile @Work GOGO Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of T-Mobile USA, Inc., HelloWorld, Inc., Earshot, Inc., Gogo LLC and each of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on August 24, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on September 30, 2015 at 11:59 p.m. ET (the "Promotion Period"). Twitter, Inc.'s servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: You must have a Twitter account. Twitter is free, but subject to its terms of service (<u>https://twitter.com/tos</u>). Your Twitter account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor.

During the Promotion Period, take the following steps:

- (1) Follow @TMobileAtWork on Twitter;
- (2) Tweet #MyMobileOffice and #Contest. Your Tweet *may optionally* include a photo, video, or text that shows or describes how you work on the go.

You automatically will receive one (1) entry into the Sweepstakes for a qualified Tweet.

If you choose to include optional content in your Tweet, your photos, videos and text (herein "Content") will not be judged or otherwise used in the determination of Sweepstakes winners in any way but <u>must be</u> consistent with the following restrictions:

- The Content must be the original work of the entrant (i.e., you must own all the rights in the Submission).
- Content should not include personally identifiable information;
- Content may include others so long as entrant has permission from those included to tweet the Content;
- The Content must be in keeping with Sponsor's image and may not be inappropriate, indecent, provocative, sexually suggestive, obscene, pornographic, hateful, tortious, promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, age, or any other basis, be libelous, slanderous or contain material that violates or infringes another's rights (including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement), or disparage Sponsor, its products or its services, or any other person or party or contain material that is unlawful in any way;

- The Content must not contain brand names, trademarks, or copyrighted material other than those owned by Sponsor; and
- The Content must not be intended for advertising, marketing, or any other commercial use.

Sponsor reserves the right to disqualify any entrant where it finds the Tweet unlawful, or in violation of these Official Rules, all in its sole discretion.

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the email address used to create the Twitter account. Each potential winner may be required to show proof of being an authorized account holder.

All sweepstakes entrants are required to comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising at 16 CFR 255 (available at http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governingendorsements-testimonials/091005revisedendorsementquides.pdf). These obligations include disclosing in any Tweet or communication, or any other communication, that they make about the Sweepstakes, Sponsor, that they are an entrant in the Sweepstakes.

5. Special Offer: If you Tweet as required above in Section 4, you will be offered a GOGO Flight Pass (terms and conditions apply) valued at approximately \$16 ("Reward"), while supplies last. The Reward will be fulfilled as a digital code to winner via Direct Message on Twitter from @TMobileAtWork. This Offer is limited to the first 15,000 consumers who submit a qualified Tweet.

6. Sponsor's Use of Content: Tweeting text, a photo or video constitutes entrant's consent to provide Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such photo or video, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes.

7. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around October 1, 2015. The potential winners will be notified through Twitter by direct message within a week of the drawing. Each potential Grand Prize winner will be required to provide full name, a valid mailing address (P.O Boxes not permitted) and date of birth within three (3) days of the date notice or attempted notice to confirm eligibility and provide prize fulfillment information to the claim their prizes. If a potential winner of any prize cannot be contacted, fails to provide the requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize by selecting an alternate potential winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

8. Prizes: The following prizes will awarded to the confirmed winners selected as described above in Section 7.

SIXTEEN (16) GRAND PRIZES: A \$500 Orbitz travel voucher (terms and conditions apply).

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for a prize of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received. Limit: One (1) prize per person. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

9. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Twitter, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaim any implied warranty.

10. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's, and each of their respective agents' and its agents' use of such winner's name, Tweet content, likeness, photograph, voice, statements, biographical information, opinions and/or hometown and state and/or other personal information at any time or times in perpetuity for advertising, trade, publicity and promotional purposes, in all media now known or hereafter discovered, worldwide, and on the Internet and World Wide Web, without notice, review or approval and without additional compensation, notification or permission, unless prohibited by law.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. 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; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. 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 Official Rules 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. CAUTION: Any attempt by a person or entity to damage any website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and/or civil laws and, should such an attempt be made, Released Parties reserves the right to seek damages and/or other remedies (including attorneys' fees) from any such individual(s) or entity(ies) responsible for the attempt to the fullest extent permitted by law.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 Official Rules, 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 Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy http://www.t-mobile.com//company/website/privacypolicy.aspx and to Administrator's Privacy Policy http://www.t-mobile.com//company/website/privacypolicy.aspx and to Administrator's Privacy Policy http://www.telloWorld.com/privacy-policy.aspx

14. Winner List: For a winner list, visit <u>http://bit.ly/1fanVli</u>. The winner list will be posted after winner confirmation is complete.

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