T-Mobile Uncarrier 11 Social Sweepstakes Official Rules

To enter the **T-Mobile Uncarrier 11 Social Sweepstakes** ("**Sweepstakes**"), you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN OR CLAIM PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS, A VALID E-MAIL ACCOUNT AND A TWITTER OR INSTAGRAM ACCOUNT ARE REQUIRED TO PARTICIPATE.

Eliqibility: The Sweepstakes is open only to permanent legal residents of the 50 United States and Washington, D.C., who are at least 18 years of age (or the age of majority in the jurisdiction of their residence, whichever is older) and who have a valid email account, valid Twitter or Instagram (each a "Social Media Channel") account, and Internet access as of date of entry. Any employees of T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006 ("Sponsor"), or HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 ("Fulfiller"), or any of their respective parent, affiliated or subsidiary companies, and immediate family and household members of such individuals, are not eligible to participate. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) consecutive months a year, whether related or not. Void where prohibited or restricted by law. Participation consists of entrant's full and unconditional agreement to these Official Rules and Sponsor'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.

1. Sweepstakes Entry: The Sweepstakes consists of 5 promotional periods:

| "Promotional Period 1" | 1:00 pm ET June 6, 2016 to 4:00 pm ET on June 7, 2016 | | |
|------------------------|---|--|--|
| "Promotional Period 2" | 4:01 pm ET June 7, 2016 to 4:00 pm ET on June 8, 2016 | | |
| "Promotional Period 3" | od 3" 4:01 pm ET June 8, 2016 to 11:59 pm ET on June 20, 2016 | | |
| "Promotional Period 4" | 12 midnight ET June 21, 2016 to 11:59 pm ET on June 27, 2016 | | |
| "Promotional Period 5" | 12 midnight ET June 28, 2016 to 11:59 pm ET on July 4, 2016 | | |

(collectively, the "**Promotion Period**"). Sponsor's computer is the official clock for the Sweepstakes.

Entrants may enter during the Promotion Period as follows: Follow T-Mobile on Twitter or Instagram and on that account share a post that includes the following hashtags: #GetThanked and #contest ("Entry").

BY ENTERING YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT ENTER WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

LIMIT ONE (1) ENTRY PER PERSON, REGARDLESS OF THE NUMBER OF SOCIAL MEDIA CHANNEL ACCOUNTS A PERSON MAY HAVE. ENTRIES MUST BE MANUALLY KEY-STROKED BY THE ENTRANT; USE OF ANY ARTIFICE, RUSE OR DEVICE TO VIOLATE ENTRY LIMIT CONSTITUTES FRAUD AND WILL RESULT IN DISQUALIFICATION OF ALL ENTRIES SUBMITTED BY SUCH ENTRANT.

Entries must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. Re-Tweets or shared/forwarded posts will not be accepted. To be eligible for the

Sweepstakes, Entries must be submitted in compliance with the format and other requirements set forth by the relevant Social Media Channel.

Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor will not be responsible for late, lost, incomplete or misdirected Entries. Proof of submission (posting) of Entry does not constitute proof of receipt of same. All Entries must be submitted on a Social Media Channel in their entirety prior to expiration of the Promotion Period.

All Entries must comply with the relevant Social Media Channel Terms of Service. Important note: If your Social Media Channel account is set to "protected mode," or "private," your Entry may not be viewable by Sponsor/Administrator, and thus, it is recommended that your Social Media Channel account is set to "public" in order to enter.

If you opt to access the Social Media Channel via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

Released Parties (as defined in Section 6 below) are not responsible for any typographical or other error in the printing of these Official Rules, administration or promotion of the Sweepstakes, announcement of the Winners, or distribution of the Prizes or any portion thereof.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes as originally intended by Sponsor, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process/offering of the Sweepstakes, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and make Prizes available to be won in a manner which is fair, appropriate and consistent with these Official Rules and subject to the contingency set forth herein, and as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on TMobile.com, as well as on Sponsor's official Social Media Channel pages. Without limitation of any other term here, Released Parties are not responsible for failed, partial or garbled computer or wireless transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or wireless device related to or resulting from participation in this Sweepstakes. Released Parties also expressly disclaim any responsibility for Entries not received due to filtering or other operation of the functionality of the Social Media Channel. If an Entry cannot be viewed and/or accessed by Sponsor for any reason, such Entry shall be

disqualified without any fault or liability of the Released Parties, as defined below.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE ASSOCIATED WITH THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES OR OTHERWISE DEFRAUD SPONSOR/ADMINISTRATOR IN ANY WAY MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 2. Content Guidelines: In addition to complying with all other requirements of these Official Rules and the relevant Social Media Channel, each Entry must not contain any content that is profane, obscene, disparaging or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor/Administrator in their sole discretion. For the avoidance of doubt, even if an Entry contains the photo/video and two (2) required hashtags, it will be disqualified if it also includes content which is in violation of the preceding content guidelines. By entering the Sweepstakes, entrants warrant and represent that their Entry complies with all applicable Social Media Channel terms and does not violate any law, regulation or any right of any third-party, including but not limited to rights of copyright, trademark, publicity and/or privacy. Entrants further warrant that they are entitled to grant all licenses and rights granted within these Rules. Please understand that submitting materials that are copyrighted by another individual, or otherwise subject to the rights of another individual, will make you responsible for any legal action the legal copyright holder might take against you. Your Entry must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, torturous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Sweepstakes. Sponsor will make this determination in its sole discretion and reserves the right to take down any content that does not comply with the foregoing.
- 3. Random Drawing/Winner Selection/Winner Notification/Prizes: Potential prize winners will be selected from Entries during the specified promotion period via a random drawing as follows:

| Promotion Period | Draw Date (on or around) | Prizes and ARV | # of Winners |
|------------------|--------------------------|-------------------------------|--------------|
| 1 | 6/7 | Warcraft ticket (\$15) | 500 |
| 2 | 6/8 | Warcraft ticket (\$15) | 500 |
| 3 | 6/21 | T-Mobile T-shirt (\$6.15) | 1,000 |
| 4 | 6/28 | \$50 Dominos gift cards | 250 |
| | | \$50 Wendy's gift cards | 150 |
| | | \$100 Wendy's gift cards | 100 |
| 5 | 7/5 | Black slide sandals (\$23.50) | 1000 |
| | | \$450 Lyft ride credit | 1 |

For the avoidance of doubt, Entry MUST be in compliance with these Official Rules (including but not limited to the Content Guidelines 2 above), and contain both hashtags to be eligible. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes. The potential winner will be notified by direct message in the Social Media Channel in which the winning entry was made. It is recommended you confirm your Social Media Channel notification

settings are turned on. The message will request that the potential winner provide Fulfiller with specific personal information (e.g., full name, address, phone number, email address, date of birth, Social Media Channel username). Failure to respond to the initial verification notice within forty eight (48) hours after notification or return of notification as undeliverable after two (2) attempts will result in disqualification. If a potential winner is disqualified, or if prize is returned as undeliverable, or if potential winner declines the prize for any reason, prize will not be awarded to an alternate winner.

In the event of any dispute concerning the identity of any entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting email account associated with the Social Media Channel account used to participate in the Sweepstakes. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Total ARV of all prizes is \$75,100. Odds of winning depend on the total number of eligible Entries received.

Any unspecified costs/expenses associated with acceptance and use of the Prize are winner's sole responsibility. Federal, state and local taxes are the sole responsibility of each Winner. Prize substitutions are not allowed, except that Sponsor may, in its sole discretion, substitute the Prize for a prize of equal or greater value.

- 4. Conditions and Limitations of Liability: By participating, each entrant agrees: (i) to be bound by these Official Rules and the decisions of Sponsor, which shall be final in all respects; and (ii) to release and hold harmless Sponsor its advertising and promotion agencies, each of the foregoing entities' respective parent, subsidiary, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns, and any persons involved in the Sweepstakes, as well as Twitter Inc., and Instagram, LLC (collectively, the "Released Parties") from any and all actions, claims, injuries, losses or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Sweepstakes or any Sweepstakesrelated activity, and/or from entrant's acceptance, receipt, use or misuse of a Prize (if applicable). By accepting the Prize, winners grant Sponsor and its designees and the MLB Entities permission to use his/her name, voice, likeness, photograph, Entry (subject to Social Media Channel terms of use), Prize information, biographical data and city and state of residence on a winners' list and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed (including without limitation, in social media messages posted by Sponsor in connection with the Sweepstakes), in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at their sole discretion, without further obligation or compensation. This Sweepstakes is subject to the laws of the United States only. All federal, state and local laws and regulations apply. This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter Inc. or Instagram LLC.
- 5. <u>Disputes/Choice Of Law</u>: Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with Sweepstakes, (including any and all disputes, claims, and causes of action arising out of or connected with the prizes, the availability or use or same; or the conduct of the Sweepstakes), shall be

resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) waive any right to seek or obtain injunctive or other equitable relief, and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Sweepstakes (if any), but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special, exemplary and consequential damages and any other damages, other than for actual out-of-pocket expenses (if any), 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 entrant and/or Sponsor and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard for conflicts of law doctrine of Washington or any other jurisdiction, and all proceedings shall take place in King County, Washington.

- 6. Sponsor: T-Mobile USA, Inc., 12920 SE 38th St., Bellevue, WA, 98006.
- 7. Privacy Policy: Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy available at http://www.t-mobile.com/company/website/privacypolicy.aspx
- 8. Winner's List: For the name of the Grand Prize winner, available after July 15, 2016, mail a self-addressed, stamped envelope to: T-Mobile 2015 World Series Sweepstakes Winner, Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006. Winner list requests must be received no later than August 15, 2016.