

## **T-Mobile #iLoveTMobile Social Sweepstakes Rules**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT ENHANCE YOUR CHANCES OF WINNING.**

**By participating in these Sweepstakes, you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Sponsor, defined herein, from you, a limitation of your rights and remedies, binding arbitration of claims, waiver of class action claims and waiver to the right to trial by jury.**

**To enter these Sweepstakes, you must have Internet access and a valid Twitter account. This game is in no way sponsored, endorsed or administered by, or associated with, Twitter Inc.**

**1. TIMING:** The T-Mobile #iLoveTMobile Sweepstakes (the “**Promotion**”) begins on October 20, 2020, and ends on October 28, 2020 or after the fifth inning of whichever game the MLB World Series ends, whichever occurs first (the “**Promotion Period**”). Sponsor’s clock will be the official timekeeping device for the Promotion.

**2. ELIGIBILITY:** The sponsor of this Promotion is T-Mobile USA, Inc. (“**Sponsor**”), 12920 SE 38<sup>th</sup> Street, Bellevue, WA and the prize partner is Prize Logic LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“**Prize Partner**”). The Promotion is open to legal residents residing in the fifty (50) United States, the District of Columbia, Puerto Rico, and U.S. Virgin Islands who are the age of majority in the entrant’s jurisdiction as of date of entry. Void where prohibited. Employees, officers or directors of Sponsor and Prize Partner, and their respective affiliates, subsidiaries, as well as the immediate family members (defined as parents, spouse, children, siblings and grandparents) and those living in the same household of each such employee, officer and director are not eligible to enter, and businesses owned by these individuals are not eligible to receive a prize. Sponsor makes the final determination as to what who is eligible to take part in the Promotion. By participating, each Participant agrees to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects.

**3. HERE’S HOW IT WORKS AND HOW TO ENTER:** During the fifth inning of each World Series game, T-Mobile will post a drawing announcement post to its @TMobile twitter account and inviting entries for this Promotion (each post a “**Sweepstakes Tweet**”). As detailed below, there will be up to seven drawings for a prize following each Sweepstakes Tweet.

(a) **Entry:** To participate entrants must either reply to a Sweepstakes Tweet and use the hashtags #iLoveTMobile & #Sweepstakes (“**Promotion Hashtags**”), post a tweet using the Promotion Hashtags, or retweet the Sweepstakes Tweet (each an

“Entry”) before the end of the 5<sup>th</sup> inning of the respective game, which will be determined by when the first pitch of the 6<sup>th</sup> inning is delivered. **Standard Data rates apply.** Entry will be disqualified if it cannot be viewed/accessed by Sponsor/judges for any reason, or if it does not contain the Promotion Hashtags. It is recommended that your account is set to “public” in order to enter. If your account is set to “protected mode,” or “private,” your Entry may not be viewable by Sponsor/judges. You must also be following @T-Mobile on Twitter in order to receive contest communications from us, and to be eligible to win. Entry Tweets must comply with all terms and policies of the Twitter Platform. Any attempt at any other social media entry is void. Multi-part tweets are not allowed and will not be counted as an entry. Sponsor makes the final determination as to what Tweets are eligible to take part in the Sweepstakes.

(b) **Participation Limit:** Limit one Entry per Sweepstakes Tweet, per person (i.e., up to 7 entries in total if all seven games occur and you reply to each Sweepstakes Tweet). Entries in excess of the entry limit will be disqualified. The use of automated devices to participate in this Promotion is prohibited. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible or incomplete entries.

(c) **You Promise You’ve Read These Rules and Release T-Mobile and its Prize Partners from Liability:** By entering the Promotion, entrants warrant they have read and understand these Official Rules and agree to be bound by them and to release, discharge and hold harmless Sponsor, Prize Partner, and their respective parents, affiliates, subsidiaries, retailers, agencies and all of their respective officers, directors, employees and agents (collectively “**Released Parties**”) from any and all liability, claims, judgments, losses, injuries, demands, damages, actions and/or causes of actions, whether direct or indirect, which may be due to or arise out of participation in the Promotion.

**4. ADDITIONAL TERMS:** Sponsor may prohibit a Participant from participating in the Promotion if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participants or Sponsor or its agents, or if Participant has or has attempted to submit malicious code, .exe files or any file that contains malicious code. Each Entry must be manually key stroked by the individual Participant; automated and/or repetitive submissions of Entries will be disqualified.

Odds of receiving a prize depends on the time of response and the actual number of eligible Entries received.

**5. WINNERS:** Within 24 hours, Prize Partner will conduct a random drawing from the eligible Entries received. Entries from a prior Sweepstakes Tweet will not be carried forward (for example, if you don’t win on the day that the first Sweepstakes Tweet is posted, you’ll need to submit an Entry after the new Sweepstakes Tweet is posted by

@TMobile to be eligible for the drawings on that day). The potential prize winner's assessment will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. A Participant's Twitter account must have the ability to receive direct messages or the Sponsor will be unable to notify a potential winner. The selected potential prize winner will be notified via direct message and announcement from Sponsor via Twitter within approximately 24 hours of each drawing. The potential Winner will be required to respond (as directed) to the notification one day of notification. The failure to respond within the stated time period may result in forfeiture of the Grand Prize. The potential Winner will be required to verify address, sign, and return within three (3) days of initial notification an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release and other legal documents as may be required by Sponsor in its sole discretion (collectively, the "**Prize Claim Documents**"). The potential Winner must provide the Administrator with his or her social security number for tax reporting purposes before the Grand Prize will be awarded. An IRS Form 1099 will be issued to the Winner for the actual value of the Grand Prize received for the year in which the Grand Prize was fulfilled. Failure to return the Prize Claim Documents within the specified time period may result in forfeiture of the Grand Prize and selection of an alternate winner from the remaining eligible Entries. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared an official winner of the Sweepstakes (each a "**Prize Winner**"). If any selected potential winner does not respond to Sponsor within seventy-two (72) hours of being notified, is found to be ineligible, is not able to receive the Sponsor's notification or cannot or does not comply with these Official Rules, such potential winner may be disqualified and Sponsor may select an alternate potential winner from among all remaining eligible entries in its discretion. **Maximum of one (1) prize per Participant during the Promotion.**

**6. PRIZES:** 5 potential prize winners will be chosen at each drawing and if verified will receive one iPhone 12 Pro 128 GB designed for use on T-Mobile's network and one year of T-Mobile service for use with the device, plus up to three (3) additional lines of service (ARV: \$2,919.99).

Total number of prizes: Up to 35; Total ARV of all prizes: Up to \$102,199.65.

**7. ADDITIONAL PRIZE TERMS:** All Prize details not stated in the above prize description will be determined by Sponsor in its sole discretion. Prize Winner will be solely responsible for all costs, fees and expenses not expressly stated in the prize description. Any difference between the approximate retail value and the actual value will not be awarded and any difference will not be refunded. No insurance is provided as part of the prize, and obtaining any insurance, such as but not limited to travel insurance, health, accident or medical insurance, and property loss or damage insurance is the sole responsibility of the Prize Winner and/or Prize Winner's guest(s) (if any). Without limiting the generality of the foregoing, the Prize Winner is responsible for all federal, state and local taxes and any other taxes associated with award, acceptance and/or use of the prize excluding taxes included in the cost of the

prize. Actual value of prize may vary. No refunds or credit for changes are allowed. Prize Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the prize (or portion thereof) unless Sponsor consents in writing. Prize is nontransferable and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prizes of the same approximate retail value for the prize (or portion thereof). The Released Parties, individually and collectively, are not responsible for any injuries or loss to Prize Winner or guest in using the prize. The Released Parties will not replace any lost, mutilated or stolen prizes or prize elements or any prize elements that are undeliverable or do not reach the winner because of an incorrect or changed address or other contact information. Prizes will be mailed (where applicable) only to the verified winner's address within the Territory unless Sponsor, in its sole discretion, agrees otherwise. If Sponsor determines at any time in its sole discretion that a winner or potential winner is ineligible or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to disqualify that person, even if he or she has been notified or announced as a winner.

**8. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for, and specifically disclaim any liability for or arising out of, any of the following regardless of cause, in connection with the Game: (1) any incorrect or inaccurate information, whether caused by Participants, wireless carriers, Internet Service Providers ("ISP") or unauthorized human intervention; (2) technical difficulties or failures of any kind including, but not limited to, malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower or ISP or wireless carriers; (3) bugs, viruses, worms, Trojan horses or similar malicious attacks; (4) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions; (5) any responsibility and/or liability with respect to the Game and/or the prize (including any property loss, damage, personal injury or death) in connection with participation in this Promotion, the offering or announcement of any prize, or the acceptance/possession, use/misuse and/or defects of the prize awarded herein; (6) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions; or (7) unauthorized human and/or mechanical intervention in the Promotion or any other part of the participation process in this Promotion.

**9. RELEASE.** By entering, Participant (or his/her parent/legal guardian if a minor) agrees to accept and abide by the Official Rules of this Promotion. All decisions by Sponsor regarding this Promotion are final. By entering, Participant agrees to be notified using the contact information provided as part of entry by Sponsor for the purposes of the administration of this Promotion. By entering and/or accepting a prize, Participant agrees to release, defend, indemnify and hold harmless the Released Parties from all injury, loss or damage to person, including death or property due, in whole or in part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in the Promotion and any related activity. Neither

Sponsor nor its affiliates are responsible for any typographical or other error in the printing of these Official Rules, administration of the Promotion, or in the announcement or distribution of any prize or prize element. In no event will more than the stated number of prizes be awarded. In the event Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Promotion without further obligation. In no event will more than the stated number of prizes be awarded. If Sponsor, in its sole discretion, elects to abbreviate the Promotion as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible Tweets received up to the time of such Force Majeure event. All Tweets are the property of Sponsor and will not be returned.

**10. GOVERNING LAW.** By entering, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, and the rights and obligations of Sponsor and the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the state of Washington, without giving effect to any choice of law or conflict of law rules. By entering, Participants consent to the jurisdiction and venue of the federal, state and local courts located in King County, Washington.

**11. ARBITRATION PROVISION:** By participating in this Sweepstakes, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at

www.arb-forum.com. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**12. OFFICIAL RULES/WINNER'S LIST.** For a winners' list, no later than 60 days after the close of the Promotion, email MagentaMagic@t-mobile.com. Limit one (1) request per email address.

**13. PRIVACY POLICY:** Please see Sponsor's privacy policy located at <http://www.t-mobile.com/company/website/privacypolicy.aspx> for details of Sponsor's policy regarding the use of personal information collected in connection with this Promotion. By entering the Promotion, Participants agree that any personal information submitted by Participants may be shared between Sponsor and Prize partner for the purposes of Promotion administration.

**14. SPONSOR & ADMINISTRATOR:** T-Mobile USA, Inc., 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006. All Rights Reserved.

**Twitter, Inc., and Major League Baseball are not sponsors of this Promotion and have not authorized or otherwise sanctioned or agreed to this Promotion or services for the purposes set forth herein.**

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