

T-Mobile's Revvl 5G Social Sweepstakes
Official Rules

No Purchase Or Payment Necessary To Enter To 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, Instagram, Inc. or Twitter Inc.

1. Timing: T-Mobile Social Sweepstakes (the “**Sweepstakes**”) begins at 4:00 a.m. Pacific Time (“**PT**”) on August 31, 2020 and ends at 9:00 PM PT on September 3, 2020 (the “**Promotion Period**”). Sponsor’s clock will be the official timekeeping device for the Sweepstakes.

2. Eligibility: The sponsor of this Sweepstakes is T-Mobile USA, Inc. (“**Sponsor**”) 12920 SE 38th Street, Bellevue, WA 98006. Sweepstakes is open to legal residents of all fifty (50) United States, the District of Columbia and Puerto Rico (the “**Territory**”) who are 18 years of age or older as of date of entry (“**Eligible Participant**”). Void outside the Territory and where prohibited. Employees, officers or directors of Sponsor, and each of 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. By participating, each entrant agrees to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. These Official Rules and the decisions of Sponsor are final and binding in all respects.

3. Entry:

(a) Eligible Participants may submit an entry (“**Entry**”) by either: I) replying to Sponsor’s original post on Twitter and 1) state their guess as to whether the real Revvl 5G box is “A” or “B”, 2) include the hashtag #REVVL5GFORALL, and 3) tag a friend; or II) replying to Sponsor’s original post on Instagram and 1) state their guess as to whether the real Revvl 5G box is “A” or “B”, 2) include the hashtag #REVVL5GFORALL, and 3) tag a friend. Participant must also use their applicable Twitter or Instagram account to follow the corresponding Sponsor account, and must remain a follower until delivery of any prize in order to maintain eligibility. **Standard Data rates apply.** Entries must be made by the authorized account holder at the time of entry. “**Authorized account holder**” is deemed the natural person who is assigned to the Twitter or Instagram address used in submitting the entry. Entries must comply with all terms and policies of the respective platform on which they are submitted. Any attempt at any other social media entry is void. Multi-part Entry posts are not allowed and will not be counted as an entry. The following Entries will be disqualified as determined by Sponsor in its sole discretion: Entries that contain information that is deemed to be lewd or profane; contain material that violates or infringes on another’s rights, including privacy, publicity or intellectual property; material that is hateful or defamatory; material that promotes discrimination, bigotry, racism or harm against a group or individual; or material that is unlawful or in violation of or contrary to the laws or regulations in any state containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be void and the related entrant disqualified. Sponsor makes the final determination as to what Entries are eligible to take part in the Sweepstakes. By entering an Entry, each entrant warrants that it is created by the entrant and

grants Sponsor the perpetual, unlimited, and irrevocable right to post, publish, adapt, edit, make derivative works, and/or otherwise use the Entry in any manner, for any purpose and in any media now known or hereinafter developed.

(b) Entry Limit: Limit one (1) entry per person. Entering both through Twitter and Instagram does not increase chances of winning. The use of automated devices to enter this Sweepstakes is prohibited. Sponsor and its agents, Instagram, Inc., and Twitter Inc. are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries.

(c) By entering the Sweepstakes, 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, Instagram, Inc., and Twitter Inc., and their 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 Sweepstakes or any portion thereof, or the acceptance, use/misuse or possession of the prize (or any portion thereof).

4. Additional Terms: Sponsor may prohibit an entrant from participating in the Sweepstakes if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes 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 entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files or any file that contains malicious code.

5. Winners: On September 4, 2020 (“**Draw Date**”), Sponsor will randomly draw 5 potential prize winners from among all eligible Entries received during the Promotion Period via Twitter and 5 potential prize winners from among all eligible Entries received during the Promotion Period via Instagram. The potential prize winners’ assessment will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. A Participant’s Twitter or Instagram account, as applicable, 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 from Sponsor via Twitter or Instagram, as applicable, on or after the Draw Date. 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 by 11:00 AM (PT) on September 5, 2020, after 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. Odds of winning depend on the actual number of eligible entries received as of the conclusion of the Promotion Period. Prize Winner will be subject to verification.

6. Prize; Approximate Retail Value (“ARV”).

Prize: Revvl 5G Smartphone, total ARV of \$399. Total number of prizes available: 10. The total ARV of all available prizes is \$3,990.

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.

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.

8. Claiming Prize/Releases: Prize Winner(s) must claim the prize by September 5, 2020 at 11:00 AM (PT) after being notified by Sponsor as a potential winner. Eligibility, age and all claims made by potential Prize Winner(s) are subject to verification. If potential Prize Winner does not respond within the required time frame, or if is deemed ineligible, an alternate potential Prize Winner may be selected (time permitting), all at Sponsor's sole discretion, by random drawing from among all remaining eligible entries. Sponsor is not responsible for fraudulent calls/mail/e-mails made by any party or sent to entrants not by Sponsor. Acceptance of the prize constitutes Prize Winner's permission for Sponsor and its designees to use Prize Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed (including, but not limited to publishing the Prize Winner's name on Sponsor's Instagram, Facebook, and Twitter pages), in perpetuity, without further compensation, except in Tennessee and where prohibited by law.

9. Representations And Warranties: Entrant represents and warrants the following: (1) that he/she is the original author and owner (or represents and warrants that the owner of such rights has expressly granted any and all rights to the entrant for use by Sponsor and other entities as set forth herein, and has written documentation to provide to Sponsor evidencing such rights) of any and all entry materials posted, uploaded or otherwise submitted (modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation); (2) the entry will not, in Sponsor's sole discretion, infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Entrants are prohibited from posting, uploading or otherwise submitting any entry material that infringes on any copyright, trademark or proprietary rights of another (including publicity and privacy rights); (3) that the entry is not the subject of any actual or threatened litigation or claim; (4) that the entry material is not obscene, offensive, libelous, pornographic, threatening, abusive, contains illegal content or is otherwise objectionable, as determined by Sponsor, that would constitute or encourage a criminal offense, or that would otherwise give rise to liability or violate any law. Entrant acknowledges that nothing herein shall constitute an employment, joint venture or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

10. Limitations Of Liability: The Released Parties, Instagram, Inc., and Twitter Inc. 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 Sweepstakes: (1) any incorrect or inaccurate information, whether caused by entrant 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 Sweepstakes and/or the prize (including any property loss, damage, personal injury or death) in connection with participation in this Sweepstakes, the offering or announcement of the 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 or entries; or garbled, lost, misrouted or scrambled transmissions; or (7) unauthorized human and/or mechanical intervention in the Sweepstakes or any other part of the participation process in this Sweepstakes. **CAUTION:** Any attempt to damage any website, app or platform 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, Sponsor reserves the right to seek damages and/or other remedies (including attorneys' fees) from any individual(s) or entity(ies) responsible for the attempt to the fullest extent permitted by law.

11. Release: By entering, entrant agrees to accept and abide by the Official Rules of this Sweepstakes. All decisions by Sponsor regarding this Sweepstakes are final. By entering, entrant agrees to be notified using the contact information provided as part of entry by Sponsor for the purposes of the administration of this Sweepstakes. By entering and/or accepting a prize, entrant agrees to release, defend, indemnify, and hold harmless the Released Parties from any and 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 Sweepstakes and any related activity. Neither Sponsor nor any Released party is responsible for any typographical or other error in the printing of these Official Rules, administration of the Sweepstakes, 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 Sweepstakes, or the integrity and/or feasibility of the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and will not be returned.

No Released Party is responsible or will have any liability for any purported entry Tweet that is removed from Twitter for any reason at any time, including removal in response to such content being "flagged" or reported as inappropriate.

12. Governing Law: Except where prohibited, entrants agree that they will: (1) waive any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes (including any and all disputes, claims and causes of action arising out of or connected with the prize, the availability or use or same; or the conduct of the Sweepstakes), shall be resolved individually, without resorting 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 a 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 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.

13. Winners List: For a list of Official Rules or to find out who won, individuals should print their name and address on a stamped 3"x5" card marked ATTN: T-Mobile Revvl 5G Social Sweepstakes and mail it in an envelope no later than 10/05/20 to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

14. 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 Sweepstakes.

15. Sponsor: The Sponsor of this Sweepstakes is T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

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