

T-Mobile #MyFunnyBreakUpStory Search
Terms & Conditions

The T-Mobile #MyFunnyBreakUpStory Story Search (“Search”) begins at **9:00 am** Eastern Time (“PT”) on **February 11, 2019** and ends at **11:59 pm** ET on **February 13, 2019** (“Search Period”).

WHO MAY MAKE A SUBMISSION: Open to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico, 18 years of age or older. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of T-Mobile USA, Inc. (“Promoter”), and its parent, affiliates, subsidiaries and advertising and promotion agencies are not eligible to participate. By participating, individuals agree to be bound by these Terms and Conditions and the decisions of the Promoter, which are binding and final on matters relating to this Search. If you are employed by a company or business, please make sure your participation in this Search does not violate any of your company’s policies. Search is subject to all applicable federal, state and local laws. Void where prohibited by law.

HOW TO MAKE A SUBMISSION: During the Search Period, log-in to your Twitter account and tweet a funny original break up story and include the hashtags #MyFunnyBreakUpStory and #promotion to be considered (each, a “Submission”). All Submissions must be received within the Search Period to be eligible. Submissions generated by script, macro or other automated means and Submissions by any means which subvert the submission process are void. Limit one (1) Submission per person using only one (1) Twitter account throughout the Search Period. By participating, you agree that the Released Parties (as defined below) are not responsible for any use of your Submission by third parties. Promoter does not guarantee that it will consider your Submission. A Twitter account is required to participate and can be opened free of charge at www.twitter.com.

If you opt to participate 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 Search. Mobile device service may not be available in all areas. Check your phone’s capabilities for specific instructions. This Search is in no way sponsored, endorsed or administered by, or associated with Twitter.

REQUIREMENTS OF SUBMISSIONS: Submissions contained therein must (i) be participant’s own original work, (ii) cannot be previously published or submitted in connection with any other promotion, and (iii) cannot be offensive or inappropriate, as determined by the Promoter in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Promoter reserves the right to disqualify any Submission that it determines, in its sole discretion, is offensive or inappropriate, or that is otherwise not in compliance with these Terms & Conditions.

DETERMINATION OF AWARD RECIPIENT: All eligible Submissions received by Promoter will be reviewed and considered based on a variety of factors including without limitation, originality, creativity, ease of humor/comedy execution, and other factors determined by Promoter in its sole discretion to identify twenty (20) recipients to receive the award below from Promoter (“Recipients”). Promoter, or it designees, shall have the right to conduct telephone or web interviews with any potential Recipient to assist them in identifying the Recipient, and potential Recipient agrees to be

reasonably available for such interviews and understand that such interviews may be recorded by Promoter or its designee and used by Promoter in connection with the Search without further compensation, approval or notice. Potential Recipients will be notified by Twitter direct message and/or comment. The provision of the award is subject to verification of eligibility and compliance with these Terms & Conditions. Promoter reserves the right not to provide all the awards (or any award) if, in its sole discretion, there are not a sufficient number of eligible or qualified Submissions received.

AWARD RECIPIENT DOCUMENTS: Potential Recipients may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law), and any other documents required by Promoter, which must be returned within three (3) days from date appearing on notification. Return of notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of the Promoter to contact the potential Recipient within a reasonable time period or noncompliance with these Terms & Conditions will result in disqualification and, at Promoter's sole discretion, Promoter may contact another participant. In addition, Promoter shall have the right to conduct a background check on any Potential Recipients and assess whether or not Potential Recipients home is a suitable venue for the Award. Promoter reserves the right to reject any Potential Recipient for any or no reason.

AWARD (20): Latest choice of superphone. The Approximate Retail Value ("ARV") of the award is: \$1000.

GENERAL CONDITIONS: By participating, each participant agrees: (a) to abide by these Terms and Conditions and decisions of Promoter and its designees, which shall be final and binding in all respects relating to this Search; (b) to release, discharge, indemnify and hold harmless Promoter, Twitter and their respective parents, affiliates, subsidiaries, members, franchisees and licensees, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Search or any Search-related activity or the acceptance, possession, use or misuse of any item awarded; and (c) to the use of his/her name, voice, photograph, Submission, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Promoter, and their designees, without compensation (unless prohibited by law) or additional consents from participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Search without the prior consent of the Promoter, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions or tweets, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), websites, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Search, including, without limitation, errors or difficulties which may occur in connection with the administration of the Search, the processing or review of Submissions or tweets, the announcement of the award, or in any Search-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused

by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Search. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Search or downloading materials from or use of websites. Persons who tamper with or abuse any aspect of the Search or websites, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms and Conditions, as solely determined by Promoter, will be disqualified and all associated Submissions will be void. Should any portion of the Search be, in Promoter's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Promoter, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, Promoter reserves the right at its sole discretion to suspend, modify or terminate the Search (or portion thereof) and, if terminated, at its discretion, select the potential Recipient from all eligible, non-suspect Submissions received prior to action taken using the Recipient determination process outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

LICENSE/USE OF SUBMISSIONS: By making a Submission, each participant understands that the Promoter is not acquiring participant's copyright in and to his or her Submission, but Promoter is being granted a perpetual, worldwide, fully paid-up and royalty free right and license to use the Submission in any media now or hereafter known.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant, Promoter in connection with the Search, 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 (whether of the State of Washington or any other jurisdiction).

AWARD RECIPIENT'S NAME: For the name of the award recipients, if applicable, available after **February 23, 2019**, send a self-addressed stamped envelope to: T-Mobile #MyFunnyBreakUpStory Search award recipients, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attn: Social Media Marketing, for receipt no later than **March 22, 2019**.

PROMOTER: T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.