

Official Rules: Meme-A-Thon Sweepstakes

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT ENHANCE YOUR CHANCES OF WINNING.

1. TIMING: Meme-A-Thon Sweepstakes (the "Sweepstakes") will occur on September 7, 2017, beginning at 9:00 AM Pacific Time ("PT") and ending at 5:00 PM PT (the "Promotional 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 who are eighteen (18) years of age or older (except in the case of legal residents of certain states/territories where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) as of date of entry. Void where prohibited. Employees, officers or directors of Sponsor and its 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. 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. The Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes. By entering, you understand that you are providing your information to Sponsor. Unless otherwise provided in these Official Rules, the information you provide will only be used for the purpose of the drawings and to notify potential winners. These Official Rules and the decisions of Sponsor are final and binding in all respects.

3. ENTRY:

(a) To enter the Sweepstakes, watch for @TMobile's Tweet at or around the start of each hour during the Promotion Period beginning at 9:00 AM PST containing instructions on how to enter. Entries must be submitted within the first 40 minutes of each such hour as specified on the Sweepstakes instruction post and include the following #NetflixOnUs and #Contest. **Standard Data rates apply.** Tweets 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 address used in submitting the entry. Tweets must stay within the character limits of the account. Any attempt at other internet entry is void. The following Tweets will be disqualified as determined by Sponsor in its sole discretion: Tweets 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 Tweets are eligible to take part in the Sweepstakes. By entering, entrants agree that all Tweets become the property of Sponsor and will not be acknowledged or returned. By entering a Tweet, 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 Tweet in any manner, for any purpose and in any media now known or hereinafter developed.

(b) **Entry Limit: Limit one (1) entry per person per each hourly sweepstakes.** The use of automated devices to enter this Sweepstakes is prohibited. Sponsor and its agents and Twitter, Inc. are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries. All entries become Sponsor's property and will not be acknowledged or returned.

(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 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 a prize.

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: From among all eligible Entries received during the first 40 minutes of each hour of the Promotion Period, the Sponsor will draw the number of potential prize winners indicated below in the chart in Section 6 with respect to each such hour at or around the end of each hour. Each potential winner's assessment will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. Each selected potential winner will be notified via direct message and announcement from Sponsor via Twitter by 10:00 AM ET on the day following the draw date. Subject to verification of eligibility and compliance with these Official Rules the potential winners will be declared the official winners of the Sweepstakes (each, a "Prize Winner"). If any selected potential winner does not respond to Sponsor within forty-eight (48) hours of being notified, is found to be ineligible, 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 received during the applicable Entry Period. Odds of winning depend on the actual number of eligible entries received. Prize Winners will be subject to verification.

6. PRIZING: For each hour of the Sweepstakes, the number of Prize Winners and prizes will be as follows.

Entry Period	Number of Prize Winners	Prize & Approximate Retail Value ("ARV")
9 AM PT (12 PM ET)	3	T-Mobile + Netflix Swag (\$25)
10 AM PT (1 PM ET)	3	T-Mobile + Netflix Swag (\$25)
11 AM PT (2 PM ET)	3	T-Mobile ONEsie and T-Mobile + Netflix Swag (\$45)
12 PM PT (3 PM ET)	3	Custom BingeBox and T-Mobile + Netflix Swag (\$75)
1 PM PT (4 PM ET)	2	Samsung Gear S3 Frontier (\$399.99)
2 PM PT (5 PM ET)	2	Samsung Galaxy Note8 (\$930)
3 PM PT (6 PM ET)	3	Custom BingeBox and T-Mobile + Netflix Swag (\$75)
4 PM PT (7 PM ET)	3	T-Mobile ONEsie and T-Mobile + Netflix Swag (\$45)
5 PM PT (8 PM ET)	4	<p>Grand Prize 1 – Flyaway to Stranger Things Season 2 Premiere Party AND T-Mobile + Netflix Swag The Prize Winner will receive a trip to Los Angeles, CA for 2, consisting of the following: approximately \$1,115 for taxes, transportation, miscellaneous travel expenses, or use in Prize Winner’s sole discretion; round trip coach air travel from an airport near winner’s home in the U.S. to Los Angeles, CA approved by Sponsor; two nights hotel accommodations (one standard double occupancy room) at a hotel chosen by Sponsor in its sole discretion; \$300 spending money; two tickets (up to \$200 per ticket) to the Stranger Things Season 2 Premiere Party in Los Angeles. Total prize ARV: up to \$4,050.</p>
	1	Grand Prize 2 – Flyaway to Stranger Things Season 2 Premiere Party AND T-Mobile + Netflix Swag

The Prize Winner will receive a trip to Los Angeles, CA for 3, consisting of the following: approximately \$1,675 for taxes, transportation, miscellaneous travel expenses, or use in Prize Winner's sole discretion; round trip coach air travel from an airport near winner's home in the U.S. to Los Angeles, CA approved by Sponsor; two nights hotel accommodations (one standard triple occupancy room) at a hotel chosen by Sponsor in its sole discretion; \$450 spending money; three tickets (up to \$200 per ticket) to the Stranger Things Season 2 Premiere Party in Los Angeles. **Total prize ARV: up to \$6075.**

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Without limiting the generality of the foregoing, each 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 unless Sponsor consents in writing. Prizes are nontransferable and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of the same approximate retail value for the Prize. The Released Parties, individually and collectively, are not responsible for any injuries or loss to Prize Winner or guest in using the prize.

7. CLAIMING PRIZE/RELEASES: Prize Winner must claim this prize within forty-eight (48) hours after being notified by Sponsor as a potential winner. Eligibility, age and all claims made by potential Prize Winner(s) are subject to verification. Released Parties are not responsible for fraudulent calls/mail/e-mails made by any party, or sent to entrants not by Sponsor. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, a Prize Acceptance Form, tax reporting information, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). Prize Claim Documents must be received by Sponsor by 11:59 p.m. ET on September 27, 2017. If any potential winner fails or refuses to sign and return all Prize Claim Documents within the time specified, the potential winner may be disqualified and an alternate potential winner may be

selected, all at Sponsor's sole discretion by random drawing from among all remaining eligible entries received during the applicable Entry Period. Acceptance of a prize constitutes Prize Winner's permission for Sponsor or its respective 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. If any selected potential winner fails to comply with these Official Rules, is found to be ineligible or does not submit required documentation within the designated period, their prize will be forfeited and an alternate potential winner selected by random drawing from among all remaining eligible entries. By accepting the prize, Prize Winner(s) further acknowledges that Sponsor and any other entity involved with this Sweepstakes have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to the prize or the prize suppliers or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose including, without limitation, use of any equipment associated with any portion of the prize. If any Sweepstakes prize notifications are returned as undeliverable, or if any Prize Winner refuses their prize, or any portion thereof, such Prize Winner will be disqualified and an alternate potential winner may be selected by random drawing from among all remaining eligible entries in accordance with the rules of this Sweepstakes.

8. 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 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.

9. 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.

10. GOVERNING LAW. By entering, entrants 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 Sweepstakes, 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, entrants consent to the jurisdiction and venue of the federal, state and local courts located in King County, Washington.

11. WINNER'S LIST. For a list of Official Rules or Prize Winners, individuals should print their name and address on a stamped 3"x5" card marked ATTN: Meme-A-Thon Sweepstakes and mail it in an envelope no later than December 30, 2017, to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

12. 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.

13. Twitter, Inc. is not a sponsor of this Sweepstakes and has not authorized or otherwise sanctioned or agreed to this Sweepstakes or services for the purposes set forth herein.