

Magenta Ball Shag Contest Official Rules

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

T-Mobile's Magenta Ball Shag Contest (the "**Contest**") runs from July 14, 2018 at 1:00 PM **Eastern Time ("ET")** to July 14, 2018 at 6:00 PM ET ("**Contest Period**"). The Sponsor's clock will be the official timekeeping device for the Contest.

ELIGIBILITY: The Sponsor of this Contest is T-Mobile USA, Inc. ("**Sponsor**"). The Contest is open to legal residents of the fifty (50) United States and the District of Columbia eighteen (18) years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) who are located in the Washington, D.C. area during the Contest Period. Void where prohibited. Employees, officers, directors, shareholders, agents and representatives of Sponsor and its respective parents, affiliates, and subsidiaries, and the MLB Entities (defined below) 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, director, shareholder, agent, and representative are not eligible to enter. By participating, participant agrees to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Contest is subject to all applicable federal, state and local laws, rules and regulations. These Official Rules and the decisions of the Sponsor are final and binding in all respects. The "**MLB Entities**" shall mean the Office of the Commissioner of Baseball ("**BOC**"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("**MLBAM**" or "**MLB.com**"), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("**Clubs**"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

HOW TO ENTER:

- 1) Participants will need to be in the Washington, D.C. area during the Contest Period to participate. At approximately 1:00 PM ET on July 14, 2018, look for Contest-related Tweets from @TMobile and @Bharper3407 on Twitter with clues to where all the magenta baseballs ("Magenta Balls") are located ("Magenta Ball Location(s)"). There will be six (6) Magenta Ball Locations, each containing two (2) Magenta Balls. Standard data and message rates apply.
- 2) By participating in the Contest, participants warrant they have read and understand these Official Rules and agree to be bound by them and to release, discharge and hold harmless Sponsor, Twitter, Inc., the MLB Entities, prize suppliers, and Magenta Ball Locations, and each of 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, deaths, loss of enjoyment, demands, damages, actions, and/or causes of actions, including without limitation attorneys' fees, whether direct or indirect, which arise out of or are in any way connected with participation in the Contest, or the

acceptance of, use/misuse of, preparation for, possession of, travel to or from any Prize or Contest-related activity.

ADDITIONAL TERMS: Sponsor may prohibit a participant from participating in the Contest if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor or its agents or any MLB Entity.

WINNER SELECTION: As to each Magenta Ball Location, the first two (2) eligible participants, as determined by Sponsor at its sole discretion, to find such Magenta Ball Location will be eligible to receive a Prize from a T-Mobile representative at such representative's discretion and, subject to verification of eligibility and compliance with these Official Rules, will be declared an official winner of the Contest (each such winner, a "Prize Winner"). **Each participant can win only one (1) time during the Contest Period.** T-Mobile representatives will verify winner eligibility at the Magenta Ball Location. If any selected potential winner is found to be ineligible or cannot or does not comply with these Official Rules, such potential winner may be disqualified and an alternate potential winner may be selected based on the next eligible participant to have arrived, all as determined by Sponsor in its sole discretion.

PRIZES: Twelve (12) Prizes will be awarded. Each Prize Winner will receive two (2) tickets for Prize Winner and one (1) guest for the 2018 T-Mobile Home Run Derby held in Washington, D.C. on July 16, 2018 (each, a "Prize") (approximate retail value of each prize ranges from \$190 to \$300 depending on the seat locations which shall be determined by Sponsor at its sole discretion and any difference in value will not be awarded). The prizes do not include tickets to or for any game, event or exhibition during the 2018 MLB® All-Star Week™ other than as specifically set forth herein. TRANSPORTATION AND LODGING NOT INCLUDED.

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 credits for changes are allowed. Each Prize Winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring the Prize unless Sponsor consents in writing. Certain conditions and restrictions apply, including terms and conditions on the use of the smartphone if applicable. 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 prizes of equal or greater retail value for the Prize. Seat locations at the T-Mobile Home Run Derby shall be determined in the sole discretion of Sponsor. Each Prize Winner's guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any Prize will govern in the event a legal game, event or exhibition,

as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Prize Winner and his/her guest agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any Prize Winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Home Run Derby. Released Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as Prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture, and may invalidate the license granted by the Home Run Derby tickets.

CLAIMING PRIZE/RELEASES: Prizes will be made available to each Prize Winner at the applicable Magenta Ball Location. **You must be present to win.** Eligibility, age and all claims made by potential winners are subject to verification. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents, the potential winner may be disqualified and an alternate potential winner may be selected, all at Sponsor's sole discretion, as set forth herein. 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 Social Media 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 Prize Claim Documents within the designated period, their prize will be forfeited and an alternate potential winner selected as set forth herein. By accepting the Prize, each Prize Winner further acknowledges that the Sponsor, the MLB Entities and any other entity involved with this Contest 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 Prize Winner refuses their Prize, or any portion thereof, such Prize Winner will be disqualified and an alternate potential winner may be selected in accordance with the Official Rules of this Contest. Participant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between participant and Sponsor. In no way is participant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

RELEASE: By participating, participant agrees to accept and abide by the Official Rules of this Contest. Judging and all decisions by Sponsor regarding this Contest are final. By participating or accepting a Prize, participant 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 Contest and any related activity. Released Parties are not

responsible for any typographical or other error in the printing of these Official Rules, administration of the Contest, 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 Contest, or the integrity and/or feasibility of the Contest 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/technical 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 Contest without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Contest 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.

GOVERNING LAW: By participating, 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 other Released Parties in connection with the Contest, 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 participating, participants consent to the jurisdiction and venue of the federal, state and local courts located in King County, Washington. As a condition of participating in this Contest, each participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest, or any prizes awarded (each, a "**Claim**"), shall not be consolidated or joined with other proceeding involving a Claim of any other party; and under no circumstance will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.

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 Contest.

WINNERS' LIST: For a list of Prize Winners, individuals should print their name and address on a stamped 3"x5" card, attn.: Magenta Ball Shag Contest and mail it in an envelope to: T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attn: Social Media Marketing. A winners list and copy of these Official Rules will be available for 90 days after the close of the Contest.

SPONSOR: This Contest is not sponsored, endorsed, administered by, or otherwise associated with Twitter, Inc. The Sponsor is T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington, USA 98006.

The Contest is in no way sponsored, administered, executed or produced by any MLB Entity.

This Contest may not be used for, or in connection with, any form of gambling.

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