

## T-Mobile Dark Phoenix Premiere Social Sweepstakes

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**1. OVERVIEW:** This T-Mobile Dark Phoenix Premiere Social Sweepstakes (the “**Sweepstakes**”) begins at 1:00:00 p.m. Eastern Time (“**ET**”) on Monday, May 13, 2019, and ends at 1:00:00 p.m. ET on Tuesday, May 14, 2019 (“**Promotion Day**”). By participating in the Sweepstakes, you are agreeing to be bound by the decisions of Sponsor (defined below), which are final and binding with respect to all aspects of the Sweepstakes.

**2. ELIGIBILITY:** The Sweepstakes is open to legal residents of any one (1) of the fifty (50) United States, the District of Columbia and Puerto Rico (collectively, the “Territory”), who are at least eighteen (18) years of age at the time of participation (each an eligible “Participant”). This Sweepstakes is void where prohibited by law. Employees, officers, directors, agents and representatives of T-Mobile USA, Inc., 20<sup>th</sup> Century Fox ( the “**Prize Partner**”) and each of 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 and any other party participating in the development, design, administration or fulfillment of this Sweepstakes (all of the foregoing entities and individuals, together, “**Released Parties**”), and the immediate family members of any such individual (spouse, IRS-dependent, biological, foster, in-law, adoptive or step- mother, father, sister, brother, child, husband or wife, and their respective spouses, regardless of where they reside), and those living in the same household of any such individuals, whether or not related, are not eligible. This Sweepstakes is void where prohibited by law.

**To Be Eligible To Win:** Winning the prize requires that the Potential Prize Winner (defined below) of the prize is, and remains, in compliance with these Official Rules. Until a Potential Prize Winner is verified to be eligible and in compliance with these Official Rules, the Potential Prize Winner is, and will remain, a Potential Prize Winner, unless the Potential Prize Winner is disqualified for not complying with the Official Rules. If the winner is eligible to participate in the Sweepstakes, but is under the age of majority in his/her legal jurisdiction of residence (a “Minor”), the prize will be awarded to or in the name of winner’s parent/legal guardian, who must execute all documents and agree to all obligations and undertakings of such winner, both on behalf of himself/herself and the Minor Participant, or the prize will be forfeited in its entirety. Sponsor reserves the right in its sole discretion to disqualify any Potential Prize Winner who Sponsor determines is not permitted by law to receive the prize. Sponsor reserves the right to refrain from conducting any advertising or publicity associated with a winner for any reason. Corporations and companies (any type) cannot be winners in this Sweepstakes and are not entitled to any prizing won by their employees. Only natural people can be winners in this Sweepstakes.

**3. HOW TO ENTER:** To participate in this Sweepstakes, during the Promotion Day, eligible Participants respond via Twitter to **Sponsor's** post, as instructed below. All Participants have the same odds of winning. The odds of winning the prize will be determined by the number of entries received.

**Twitter:** Follow @JohnLegere on Twitter for instructions on how to enter the Sweepstakes on Twitter, which will be posted around 1:00 pm ET on the Promotion Day. Entries must be submitted as specified in the instruction post and include #XMenSweepstakes. Standard Data rates apply. Twitter entrants must be followers of @JohnLegere on Twitter at the time of entry and throughout the notification process. Entry Tweets must be made by the authorized account holder on Twitter at the time of entry. An authorized account holder on Twitter is deemed the natural person who is assigned to the Twitter address used in submitting the entry. Entry Tweets must stay within the character limits applied by Twitter and otherwise comply with all terms and policies of the Twitter Platform. Any attempt at any other social media entry is void.

**Entry Content Restrictions:** Each Participant represents and warrants that the content of his/her entry WILL NOT (1) be sexually explicit or suggestive, profane or pornographic, or contain nudity; (2) be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age); (3) promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (4) be inappropriate, indecent, obscene, offensive, hateful, tortious, defamatory, slanderous or libelous, or endorse any form of hate or hate group; (5) defame, misrepresent or contain disparaging remarks about Sponsor or its products, the Prize Partner, or other people, products or companies (6) feature or otherwise mention competitors of Sponsor or Prize Partner; (7) contain trademarks, logos or trade dress owned by others (other than Sponsor or Prize Partner), or advertise or promote any brand or product of any kind (other than Sponsor's or Prize Partner's); (8) contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (9) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; (10) violate any law or depict any violation of a law; (11) contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (12) be in violation of Twitter's Terms of Use, Community Guidelines, Privacy Policy, or other conditions. If an entry is determined by Sponsor in its sole discretion to be in violation of any of the foregoing requirements, the Entry will be deemed ineligible and disqualified from this Sweepstakes in Sponsor's sole discretion and Sponsor further reserves the right to take all actions that they deem necessary and appropriate to protect its rights. Sponsor makes the final determination as to what Tweets are eligible to take part in the Sweepstakes. By entering, Participants agree that all Tweets become the property of Sponsor and will not be acknowledged or returned. By entering a Tweet, each Participant warrants that it is created by the Participant 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

Sponsor, Twitter and the Prize Partner are not responsible for misspellings, typographical errors, or other issues that may affect the ability of Sponsor to locate a purported entry Tweet using a search to find eligible entries. Sponsor may not be able to view purported entry Tweets, receive or send communications, or otherwise detect participation from or interact with Participants who have account settings that make their updates, comments, posts or communications private, protected or otherwise limited due to the way the Twitter platform operates. It is each Participant's responsibility to set his or her account settings on Twitter to ensure that any purported entry Tweet is made publicly, to accept contacts by Sponsor, and to timely check his or her account for any comments, @replies, messages, direct posts, or other communications (as applicable) from Sponsor. Sponsor, Twitter and the Prize Partner are not responsible for changes to any functionality or policy of Twitter that may interfere with the Sweepstakes or ability of a Participant to timely enter or otherwise participate at all.

Entry Tweets must remain visible to Sponsor throughout the award of the prize in this Sweepstakes and Sponsor may, in its sole discretion, disqualify any Participant whose entry Tweet is removed or otherwise made invisible to Sponsor prior to such time. Sponsor, at its sole discretion, may accept or disqualify any purported entry Tweet that omits or contains a technically incorrect variation of either of the required tags.

**There is a limit of one (1) entry per person/valid Twitter account via Twitter.** Any attempted participation outside of the Promotion Day or attempts to participate in excess of the limits stated herein (including, without limitation, by providing multiple sets of or false contact information or registering for multiple user accounts) are void and Participant may be disqualified in Sponsor's sole discretion. Sponsor's clock for Twitter shall be the official timekeeper of the Sweepstakes. Those who do not abide by these Official Rules or the instructions of Sponsor or its representatives and provide all required information may, in Sponsor's sole discretion, be disqualified and any participation by such person void.

All Participants are required to comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising at 16 CFR 255 (available at <http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>). These obligations include disclosing in any social media post or communication, or any other communication, that they make about the Sweepstakes, Sponsor or Prize Partner that they are Participants in the Sweepstakes if the post or communication is incentivized by Sponsor (e.g., if Sponsor gives you an entry in the Sweepstakes in exchange for you posting a comment about Sponsor, Prize Partner or the Sweepstakes).

The registration information provided is subject to Sponsor's Privacy Policy available at <http://www.t-mobile.com/company/website/privacypolicy.aspx>.

Sponsor may prohibit a Participant from participating in the Sweepstakes and/or winning the prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Sweepstakes by participating via more than one Twitter entry or by cheating, hacking, deception or engaging in 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.

**4. RANDOM DRAWING/WINNER NOTIFICATION:** From among all eligible entries received during the Promotion Day, the Sponsor will randomly draw the potential prize winner ("**Potential Prize Winner**") on or around May 14, 2019. The Potential Prize Winner's verification will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. The Potential Prize Winner will be notified via direct message on Twitter within approximately two (2) business days following the drawing. If the selected Potential Prize 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 Prize Winner may be disqualified and an alternate potential winner will be chosen (time permitting), by random drawing from among all remaining eligible entries received, all as determined by Sponsor in its sole discretion. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate potential winners (time permitting) for any reason. Odds of winning the Prize depend on the actual number of eligible entries received during the Promotion Day. Potential Prize Winner will be subject to verification. Once the winner is verified, the Administrator will work with the winner to complete all travel arrangements.

**5. VERIFICATION OF THE POTENTIAL WINNER:** Upon winning a prize in the Sweepstakes, the Potential Prize Winner must follow all instructions to complete the prize claim and verification processes or the prize will be forfeited. The initial prize-claim process (see Rule 4 above), must be completed by the date specified by the Sponsor upon notification of winning. Following completion of this initial prize-claim process, Potential Prize Winner may then (in Sponsor's sole discretion) be required to complete, have notarized and return an Affidavit of Eligibility and Publicity/Liability Release, where legal, a guest release and, as applicable, an IRS Form W-9 and any other documents that the Sponsor may request (collectively the "**Prize Claim Documents**"). If the Potential Prize Winner does not complete the initial prize-claim process or does not provide the Sponsor with the required Prize Claim Documents by the specified deadline and in accordance with these Official Rules and Sponsor's instructions at that time, the prize may be forfeited and, in that case, will not be awarded to an alternate winner. Any failure to comply with these Official Rules or failure to properly claim a prize or to complete and return required Prize Claim Documents by the deadline set by Sponsor will result in disqualification and the prize will go unawarded. If Sponsor so elects, the Potential Prize Winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility, security requirements set by Sponsor or the Prize Partner and to help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor or the Prize Partner into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the Sweepstakes or the Sponsor or on the Prize Partner, all as determined by Sponsor in its sole discretion.

If the winner is a Minor, the prize will be awarded to or in the name of winner's parent/legal guardian, who must execute all documents and agree to all obligations and undertakings of such winner, both on behalf of himself/herself and the Minor Participant, or the prize will be forfeited in its entirety.

## **6. PRIZE; ODDS OF WINNING; APPROXIMATE RETAIL VALUE ("ARV"):**

**All participants have the same odds of winning.**

**If you receive a message indicating that you are a Potential Prize Winner, you (or your parent/legal guardian if you are a Minor), must follow the on-screen instructions to claim the prize (as described in more detail above) no later than the deadline for the prize set forth below.**

**One (1) Grand Prize:** The winner of the Grand Prize, subject to verification, will receive a three-night, four-day trip for two (the winner and one guest) to Los Angeles, California from June 2, 2019 to June 5, 2019 to celebrate the release of X-MEN: DARK PHOENIX (Rated "PG-13") and attend the movie's U.S premiere. Winner and guest will also discover the real life 'Endeavour' Space Shuttle – as seen in X-MEN: DARK PHOENIX – as you journey to the California Science Center on the ultimate space mission, before celebrating with fiery cocktails at one of Hollywood's hottest hangouts. Trip also includes round trip, coach class air travel from a major airport near winner's home selected by Sponsor to Los Angeles, California, three nights' accommodations (one double-occupancy room in Sponsor's sole selection), round-trip transfers to/from airport/hotel and a check for \$650 for taxes, travel expenses or use in winner's sole discretion, ARV: \$4,350. The date of the X-Men: Dark Phoenix U.S. Premiere is not within the Sponsor's control and may be postponed or otherwise re-scheduled, as it is subject to production exigencies and other factors. Winner is responsible for the cost of any expenses not included in the prize description. No additional meals, room service or other incidentals are included. Travel and hotel restrictions apply. Winner and/or guest must be 21 years or older with a valid credit or debit card required to guarantee the room on check in. Once verified as a winner, Administrator will contact winner to arrange travel. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. If winner is unable to travel June 2 to June 5, 2019, and/or if the film premiere or another event is not available, then any such element(s) will not be included in the prize and the remaining elements will constitute the full prize. No part of prize is transferrable. Potential winner and guest are solely responsible for ensuring they have proper documentation to travel.

**Total number of prizes available:** 1; the total ARV of all available prizes is \$4,350.

**Additional Prize Terms:** All prize details not stated in the above prize description will be determined by Sponsor (or the applicable Prize Partner) in its sole discretion. The winner will be solely responsible for all applicable federal, state and local taxes associated with the acceptance, receipt and use of the prize (and any portion thereof). Prize consists only of items/amounts specifically listed. Certain conditions and restrictions may apply. No substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute the prize or portion thereof with a prize of equal or greater approximate retail value for any reason. The winner will be issued a 1099 tax form for the actual value of his/her prize. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Released Parties will have no further obligation with respect to that prize or portion of the prize. The Released Parties will not replace any lost, mutilated or stolen prize 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. If Sponsor determines at any time in its sole discretion that the winner or Potential Prize 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 the winner. Any and all costs, fees (including, but not limited to, luggage fees and transportation between winner's home and departure airport), and expenses not expressly stated in the prize description are the sole responsibility of the winner. Any difference between the ARV 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 winner and/or winner's guest(s) (if any). Travel and other arrangements will be determined by Sponsor or Prize Partner (where applicable). If winner is a Minor, winner's guest must be winner's parent/legal guardian; and if winner's guest is a Minor, guest must be winner's child or legal ward. Air travel will be round trip (originate from and end at the same airport), coach class from and to an airport selected by Sponsor. Reservations must be made, and tickets issued prior to travel. Tickets and certificates are non-refundable and non-transferable and are not redeemable for cash. Changes to reservations are not permitted. Winner and guest must travel together on the same itinerary and are solely responsible for having any required travel-related documents (including valid government-issued photo ID and/or any required passport or visa) prior to departure as well as fulfilling any/all travel and security requirements. Sponsor reserves the right in its sole discretion to designate all flight/travel particulars and route or routes (as the case may be). Failure to complete the trip portion of the prize (or any portion of the prize) does not relieve the winner of his/her tax obligations associated with winning the trip prize. Flight schedules are subject to change without notice. In the event a winner lives within one hundred (100) miles of Los Angeles, or in Puerto Rico, Alaska, or Hawaii, air travel will not be included in the trip prize and the winner will be compensated a total of five hundred dollars (\$500) in lieu of air travel, for any alternate travel expenses. No Released Party will be liable for any missed opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. If the winner (and/or the winner's guest) is not able to participate in any portion of a travel prize, that unused portion will not be substituted for cash or any other prize. Winner may be required to provide a current valid major credit card at time of hotel check-in to cover incidentals, and any and all costs, fees, and expenses incurred by the winner and not expressly stated in the prize description. Once a guest is determined, that guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason. Winner (and guest) agree to maintain their behavior in accordance with all applicable laws and generally accepted social practices in connection with

participation in any prize-related activity. Sponsor and the Prize Partner reserve the right to remove or to deny entry to the 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. The winner is solely responsible for the behavior of his/her guest. If any activity relating to the prize is cancelled or postponed for any reason, the balance of the prize will be awarded in full satisfaction of the prize awarded.

**7. GENERAL CONDITIONS:** By tweeting, Participants unconditionally: (1) agree to be bound by these Official Rules and the decisions of Sponsor and/or Administrator (defined below) and any independent judge(s) used by Sponsor, which will be binding and final in all matters pertaining to the Sweepstakes; (2) grant (and agree to confirm that grant in writing) Sponsor and those acting under its authority and the Prize Partner the right and permission to use their name, nickname, entry information, picture, photograph, likeness, voice, video, biographical and personal information and written or verbal statements, at any time or times in perpetuity for advertising, trade, publicity and promotional purposes, in all media now known or hereafter discovered, worldwide, and on the Internet and World Wide Web, without notice, review or approval and without additional compensation, notification or permission, unless prohibited by law; and (3) agree that Participant's wireless service provider may release any Participant's phone number(s) to the Sponsor or its designees for use in contacting Participant and determining Participant's eligibility to receive the prize.

**8. LIMITATIONS OF LIABILITY:** The Released Parties and Twitter, Inc. ("Twitter") 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 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 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, subscriptions 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. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any prize supplier or any of its agents, airlines, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties or their parents, subsidiaries and affiliated companies. **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 and the Prize Partner reserve 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.

**9. RELEASE/WAIVER/INDEMNITY: BY ENTERING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTICIPANT (AND GUEST, IF APPLICABLE) AND EACH OF THEIR AGENTS, ASSIGNEES, EXECUTORS AND SUCCESSORS AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND FULLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES, TWITTER AND EACH OF THEIR RESPECTIVE SHAREHOLDERS FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, CLAIMS, ALLEGED CLAIMS, DEMANDS, DUTIES, RIGHTS, AGREEMENTS, PROMISES, DAMAGES, INJURIES, LOSSES, EXPENSES, LIENS AND DEBT ACTIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHETHER NOW KNOWN OR UNKNOWN, UNFORESEEN OR FORESEEN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH, DIRECTLY OR INDIRECTLY, PARTICIPATION IN THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, LOSS OF ENJOYMENT, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER CAUSED OR CONTRIBUTED TO BY OR ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES, OR RESULTING FROM ACCEPTANCE, POSSESSION, QUALITY, USE OR MISUSE OF THE PRIZE, OR ANY PORTION THEREOF, OR PREPARATION FOR OR TRAVEL TO OR FROM ANY PRIZE-RELATED OR SWEEPSTAKES-RELATED ACTIVITY. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, OMISSIONS OR DELAYS RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. IF APPLICABLE, THE WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER GUEST(S) RELATED TO ANY PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE USE OF THE PRIZE.**

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.

**DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

## 10. MISCELLANEOUS:

**A. Disqualification.** It is the Participant's sole responsibility to ensure that they have complied in full with all conditions and requirements contained in these Official Rules. If any Potential Prize Winner is found to be ineligible, or if they have not complied with these Official Rules, or declines the prize for any reason prior to award, such Potential Prize Winner will be disqualified, and the prize forfeited. No mechanically reproduced, illegible, incomplete, forged, software-generated, third party or other automated or robotic participation, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, including but not limited to commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified from this Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor and Prize Partner reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**B. Force Majeure/Printing and Production Errors.** Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify, suspend or extend the Sweepstakes or Sweepstakes materials in any way, if it determines in its sole discretion, that any Sweepstakes materials and/or Prize Claim Documents reflect printing or other errors or if it determines, in its sole discretion, that Twitter is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors (including, without limitation, computer viruses or other deleterious programs or materials, unauthorized human or mechanical intervention, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. In no event will more prizes be awarded than set forth in these Official Rules. If, due to printing, digital, computer programming, hardware or software, or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of prizes set forth in these Official Rules, the winner, of the prize may be selected in a random drawing from among all persons making purportedly valid claims for such prize in that prize category. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances.

**C. Invalidity.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is

determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by the Sponsor.

**11. DISPUTES/CHOICE OF LAW:** Except where prohibited, Participants agree that: (1) 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 resort 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 Participant be permitted to obtain awards for, and Participant 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 Participant 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.

**12. OFFICIAL RULES.** These Official Rules will be available at <https://www.t-mobile.com/content/dam/t-mobile/corporate/newsroom/articles/2019/05/tmt-xmen-tix/xmen-tmobile-giveaway-rules.pdf>. To receive a copy of the Official Rules, individuals should print their name and address on a stamped 3"x5" card marked ATTN: T-Mobile Dark Phoenix Premiere Social Sweepstakes and mail it in an envelope no later than October 14, 2019 to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

Vermont residents with a return address located in Vermont may omit return postage. Limit one (1) request per outer envelope.

**13. WINNERS LIST.** For the name of the Official Winner, individuals should print their name and address on a stamped 3"x5" card marked ATTN: T-Mobile Dark Phoenix Premiere Social Sweepstakes and mail it in an envelope no later than October 14, 2019 to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006. Limit one (1) request per outer envelope.

**14. Sponsor and Administrator:** T-Mobile USA, Inc., 12920 SE 38<sup>th</sup> Street, Bellevue, Washington, USA 98006. All entry data provided online is provided to Sponsor and not to Twitter. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter. TWITTER, TWEET, RETWEET and the Twitter logo are trademarks of Twitter, Inc. or its affiliates.

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