

**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 8, 2017 at 10:30 Eastern Time ("**ET**") to **July 9, 2017, at 6 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 50 United States and the District of Columbia 18 years of age or older at the time of entry who are located in the Miami, Florida area during the Contest Period. Void where prohibited. Employees, officers, directors, shareholders, agents and representatives of Sponsor and its respective parents, affiliates, and 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, director, shareholder, agent, and representative are not eligible to enter. By participating, entrant 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. 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 verifying and processing potential winners. These Official Rules and the decisions of the Sponsor are final and binding in all respects.

**HOW TO ENTER:**

- 1) Entrants will need to be in the Miami, Florida area during the Contest Period to participate. At approximately 10:30 AM ET, 1:00 PM ET, and 3:00 PM ET on July 8, 2017 and 10 AM ET, 1 PM ET, and 3 PM ET on July 9, 2017, look for tweets from @TMobile on Twitter with hints indicating the next physical location in the Miami, Florida area ("**Magenta Ball Location**") where we have hidden magenta baseballs ("**Magenta Balls**"). Each day of the Contest Period, there will be three (3) Magenta Ball Locations, each containing two (2) Magenta Balls. Standard data and message rates apply.
- 2) By entering the Contest, entrants warrant they have read and understand these Official Rules and agree to be bound by them and to release, discharge and hold harmless Twitter, Inc., prize suppliers, and Magenta Ball Locations, 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, 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 an entrant from participating in the Contest if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate

operation of the Contest 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.

**WINNER SELECTION:** The first two entrants to find each Magenta Ball Location will be eligible to receive a Magenta Ball from a T-Mobile representative at such representative's discretion and win a prize (each such winner, a "Prize Winner"). **Each entrant can win only one time during the Contest Period.** T-Mobile representatives will verify winner eligibility at the Magenta Ball Location. If any selected Prize Winner is found to be ineligible or cannot or does not comply with these Official Rules, such Prize Winner may be disqualified and an alternate Prize Winner may be selected from the next eligible entrant based on order of arrival, all as determined by Sponsor in its sole discretion. In the event of any tie, the Prizes will be awarded to the eligible entrant(s) who tweeted the Entry Statement first. Odds of winning depend on the actual number of eligible entries during the Contest Period. Prize Winners will be subject to verification.

**PRIZES:** Each Prize Winner will receive two (2) tickets to the MLB's T-Mobile Home Run Derby (approximate retail value of tickets range from \$190 to \$300).

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. 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.

**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 Prize Winners are subject to verification. Sponsor is 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, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If a Prize Winner is under the age of majority in such winner's state of residence (a "minor"), at Sponsors' option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential Prize Winner (or, in the case of a minor, such minor Prize Winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents at the time of drawing, the Prize Winner may be disqualified and an alternate Prize Winner may be selected, all at Sponsor's sole discretion. Acceptance of a prize constitutes Prize Winner's (and any minor Prize Winner's parent or legal guardian) 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 Prize 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 winner selected. By accepting the prize, Prize Winner(s) further acknowledges that the Sponsor 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 Contest 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 Prize Winner may be selected in accordance with the rules of this Contest.

**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 the 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 does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; 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 the 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.

**RELEASE:** By entering, entrant agrees to accept and abide by the Official Rules of this Contest. Judging and all decisions by Sponsor regarding this Contest 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 Contest. 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 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 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 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 entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in King County, Washington.

**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 promotion.

**SPONSOR & ADMINISTRATOR:** 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.