

T-MOBILE #HATE2WAIT CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, PLAY OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT IMPACT AN ENTRANT'S OPPORTUNITY TO WIN.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 U.S. STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.

VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The T-Mobile #Hate2Wait Contest ("Contest") is sponsored by the T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006 ("Sponsor"), and is administered by Prize Logic, LLC, an independent judging organization, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

- 1. CONTEST PERIOD AND BRIEF OVERVIEW:** The Contest begins on July 10, 2013, at 12:00:00 A.M. Eastern Time ("ET") and ends on July 31, 2013, at 11:59:59 A.M. ET ("Contest Period"). During the Contest Period, an eligible entrant can enter the Contest by following the instructions set forth in Section 3 of these Official Rules. After the Contest Period, there will be a judging period ("Judging Period") when twenty (20) finalists will be selected according to the judging criteria set forth in Section 5. The Judging Period will start on or about August 1, 2013, and will end on or about August 6, 2013. After the Judging Period, there will be a public voting period ("Public Voting Period") when eligible voters may follow the instructions set forth in Section 6 to vote for their favorite Finalists to contribute to the selection of the Grand Prize Winner. The Public Voting Period will start on or about August 7, 2013, at 12:00:00 P.M. ET and will end on August 16, 2013, at 11:59:59 P.M. ET. The potential Grand Prize Winner will be announced on or about August 30, 2013. Administrator's computer is the official Contest time-keeping device.
- 2. ELIGIBILITY:** This Contest is open only to legal residents of one of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Big Fuel Communications, contractors or development, production, marketing or distribution of Contest materials, including without limitation, any prizing element, and their respective parent, affiliated, and subsidiary entities and advertising and promotion agencies (collectively, "Contest Entities") and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Contest. Void outside the fifty (50) United States and the District of Columbia, where prohibited or restricted by law. By participating in this Contest, an individual who enters, votes or participates in the Contest agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters pertaining to the Contest.
- 3. HOW TO ENTER:** During the Contest Period, an eligible contestant may enter the Contest using the methods of entry set forth below. Each method of entry includes different requirements and contestants may select any of methods available to receive an entry.
 - i. **Facebook:** During the Contest Period, an eligible contestant may visit www.facebook.com/TMobile/hate2waitcontest ("Page"), log on to his or her Facebook account (or create one if he or she does not already have an account), click Like on the

Page if he or she does not already “Like” the Page, click on the Contest tab, accept Facebook permissions, and follow the on-screen instructions to register for the Contest, which includes, but is not limited to, providing his or her complete first and last name (initials are not permitted), valid email address, and telephone number. After registering, to receive one (1) entry into the Contest, a contestant:

- i) Must submit a brief essay (not exceeding 300 characters) describing why he or she hates waiting for his or her wireless plan to expire; and
- ii) Must follow the on-screen instructions to submit a photograph or video demonstrating why he or she hates waiting for his or her wireless plan to expire.

Note: A contestant is not required to have a wireless plan to receive an entry into the Contest. By participating in the Contest, contestant understands that he or she is providing his or her information to Sponsor and not Facebook. Further, contestant specifically agrees to release Facebook from any and all liability associated with this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Use of Facebook will be subject to that service provider’s privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>.

- ii. **Twitter:** During the Contest Period, an eligible contestant may visit www.twitter.com/TMobile, log on to his or her Twitter account (or create one if he or she does not already have an account), and follow the @tmobile Twitter account on Twitter. To receive one (1) entry into the Contest, a contestant must compose a new Tweet including:

- i) The Twitter handle “@tmobile”;
- ii) The hashtag “#Hate2Wait”;
- iii) The hashtag “#Rules” (as an acknowledgement you have seen and agree to be bound by these rules);
- iv) Describe why he or she hates waiting for his or her wireless plan to expire; and
- v) A photograph or video representing why he or she hates waiting for his or her wireless plan to expire.

Note: A contestant is not required to have wireless plan to receive an entry into the Contest. A contestant must have a non-private Twitter account to enter the Contest and must be a follower of @tmobile for at least sixty (60) days after July 31, 2013 (for winner notification purposes) to be eligible to claim a prize. If a contestant does not have a non-private Twitter account, he or she can create one at no cost at www.twitter.com. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter. Use of Twitter will be subject to that service provider’s privacy policy and terms of use. The Twitter privacy policy is available at: www.twitter.com/privacy. Due to the way Twitter operates its service, entries from Twitter users with "protected" updates (i.e., contestant has set his or her account so that only people the contestant has approved can view his or her updates) may not be received. If a contestant tweets via SMS from his or her wireless phone, the contestant’s wireless service provider may charge the contestant for each text message sent and received. Contestants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply.

- iii. Vine: To enter the Contest using Vine, a contestant must have an account on Twitter and Vine (or create accounts if he or she does not already have such accounts). The contestant must log onto his or her Twitter account, visit www.twitter.com/TMobile, and follow the @tmobile Twitter account. To receive one (1) entry into the Contest, the contestant must create a video on Vine and share the video on Twitter including:
- i) The Twitter handle “@tmobile”;
 - ii) The hashtag “#Hate2Wait”;
 - iii) The hashtag “#Rules” (as an acknowledgement you have seen and agree to be bound by these rules); and
 - iv) A representation of why he or she hates waiting for his or her wireless plan to expire.

Note: A contestant is not required to have wireless plan to receive an entry into the Contest. A contestant must have a non-private Twitter and Vine account to enter the Contest on Vine and must be a follower of @tmobile on Twitter for at least sixty (60) days after July 31, 2013 (for winner notification purposes) to be eligible to claim a prize. If a contestant does not have a non-private Twitter account, he or she can create one at no cost at www.twitter.com. To participate using Vine, a contestant must download the Vine Application onto a mobile device capable of taking a video and accessing the Vine and Twitter services. This Contest is in no way sponsored, endorsed or administered by, or associated with, Vine. Use of Vine will be subject to that service provider’s privacy policy and terms of use. The Vine privacy policy is available at: <https://vine.co/privacy>. Due to the way Twitter and Vine operate its services, entries from Vine users with Twitter accounts with "protected" updates (i.e., contestant has set his or her account so that only people the contestant has approved can view his or her updates) may not be received.

- iv. Instagram: To enter the Contest using Instagram, the contestant must have an account on Instagram. To receive one (1) entry into the Contest, the contestant must log on to his or her Instagram account and post an image including:
- i) The Instagram account name “@tmobile”;
 - ii) The hashtag “#Hate2Wait”;
 - iii) The hashtag “#Rules” (as an acknowledgement you have seen and agree to be bound by these rules); and
 - iv) A photograph representing of why he or she hates waiting for his or her wireless plan to expire.

Note: A contestant is not required to have wireless plan to receive an entry into the Contest. To participate using Instagram, a contestant must download the Instagram Application onto a mobile device capable of taking a video and accessing the Instagram services. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Use of Instagram will be subject to that service provider’s privacy policy and terms of use. The Instagram privacy policy is available at: <http://instagram.com/about/legal/privacy>. Due to the way Instagram operate its services, entries from Instagram users with "protected" updates (i.e., contestant has set his or her account so that only people the contestant has approved can view his or her updates) may not be received.

A contestant may use only one (1) Twitter account, Facebook account, Vine account, and Instagram account to enter. Contestants attempting to use multiple Twitter, Facebook, Vine, or Instagram accounts or multiple identities may be disqualified, at Sponsor's sole discretion.

4. ENTRY REQUIREMENTS: Each entry:

- Must be in English;
- If submitted on Twitter, Instagram or Vine, must include the Twitter account "@tmobile";
- If submitted on Twitter, Instagram or Vine, must contain the designated hashtag (#Hate2Wait);
- Must follow the instructions posted on the Page and comply with these Official Rules;
- Must not exceed the character limit set forth for the respective method of entry;
- Videos must be in one of the following file formats: .MOV, .MPEG, .WMV, or .MP4; and must not exceed 50 MB in size;
- Photographs must be in one of the following file formats: .JPG, .JPEG, or .GIF; and must not exceed 3MB in size;
- Must comply with the respective service provider's Terms of Service;
- Must not have been submitted previously in a promotion of any kind and has not been exhibited or distributed previously in any media;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), tradenames, or patented features);
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not in any way mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor and its brands;
- Must not contain an image or artwork that is not the original work of the contestant;
- Must not promote any cause other than the Contest theme;
- Must not include personally identifiable information, including but not limited to phone numbers;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

NOTE: By submitting an entry, each contestant agrees that his or her entry conforms to the entry requirements set forth above and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him or her from the Contest if Sponsor decides that his or her entry fails to conform to the such requirements or any other provision of these Official Rules.

Licenses: Submitting an entry constitutes contestant's consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, contestant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights contestant is granting to use the entry. This license expressly includes a right (but not the obligation) for Sponsor to modify submissions to remove any third party intellectual property.

Sponsor grants contestants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of entering this Contest. Contestants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, contestants recognize that all rights, titles and interests in Sponsor's IP shall vest exclusively to the Sponsor, and contestant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No rights, titles or interests in and to the Sponsor's IP, except for the limited license granted to contestant in these Official Rules, are transferred or created. Each contestant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that contestant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Contestants agree that the use of Sponsor's IP is permitted only for the purpose of making a submission in this Contest, and that any use of Sponsor's IP (whether in the entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

- 5. JUDGING AND FINALISTS SELECTION:** During the Judging Period, all eligible entries received during the Contest period will be judged by a qualified panel of judges selected from the Sponsor's marketing and brand teams ("Judges"). The Judges will score each eligible entry according to the following weighted judging criteria: (1) "best show case of a reason for hating to wait for a wireless plan to expire" – 25%, (2) "clarity of media" – 25%, (3) "relationship to mobile devices" – 25% and (4) "creative execution" – 25%. The twenty (20) contestants who have one (1) entry that receives a top 20 score from the Judges will be deemed potential finalists (individually, "Finalist" and collectively, "Finalists"). Each contestant may only have one (1) entry that qualifies him or her as a finalist. If a contestant has multiple entries that receive one of the twenty highest scores from the Judges, only the entry with the highest score will qualify as a finalist and all other entries will not be entered. If there is a tie for twentieth (20th) highest scoring entry, then the entry with the highest score in criteria (1) above will be declared to be the Finalist. If there is still a tie after the first tie breaker, then the entry with the highest score in criteria (2) above will be declared to be the Finalist. If there is still a tie after the second tie breaker, then the entry with the highest score in criteria (3) above will be declared to be the Finalist. If there is still a tie after the third tie breaker, then the entry with the highest score in criteria (4) above will be declared to be the Finalist.

The seven hundred ten (710) contestants whose entries receive the next highest scores from the Judges will be deemed potential runners-up prize winners (individually, "Runner-Up" and collectively "Runners-Up"). All Finalists and Runners-Up will be deemed potential Finalists or Runners-Up, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor's sole discretion. In the event of a tie, the tie breaker set forth above to break a potential Finalist tie will be used to break the

tie. In no event will there be more than twenty (20) Finalists and seven hundred ten (710) Runners-Up selected. All of the Judges' decisions are final and binding.

- 6. PUBLIC VOTING AND GRAND PRIZE WINNER SELECTION:** During the Public Voting Period, the twenty (20) Finalists entries will be placed on the Page for public voting. Eligible persons may vote during the Public Voting Period by visiting the Page and following the on-screen instructions to submit a vote. After the Public Voting Period ends, the Finalists entries will be scored again by the Judges using the following criteria: The Judges will score each Finalists entry according to the following weighted judging criteria: (1) "best show case of a reason for hating to wait for a wireless plan to expire" – 34%, (2) "creative execution" – 33%, (3) "Public Appeal" which the Judges may account for the results of the public vote when determining the Public Appeal score. The one (1) Finalist whose entry receives the highest score from the Judges will be deemed the potential grand prize winner ("Grand Prize Winner"). The remaining nineteen (19) Finalists will be deemed the potential Finalist prize winners (individually, "Finalist Prize Winner" and collectively, "Finalist Prize Winners"). If there is a tie for the highest scoring entry, then the Finalist's entry with the highest score in criteria (1) above will be declared to be the Grand Prize Winner. If there is still a tie after the first tie breaker, then the entry with the highest score in criteria (2) above will be declared to be the Grand Prize Winner. The Grand Prize Winner and Finalist Prize Winners are deemed a potential winner, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor's sole discretion. In no event will there be more than one (1) Grand Prize Winner selected. All of the Judges' decisions are final and binding.

Limit one (1) vote per person/e-mail address per Finalist entry per day. A "day" starts at 12:00:00 A.M. ET and ends at 11:59:59 P.M. ET, except on July 10, 2012, July 31, 2013, and August 7, 2013, when a day starts at 12:00:00 P.M. ET and ends at 11:59:59 P.M. ET. Votes received from any person in excess of this limitation will be void. Votes generated by script, macro or other automated means are void. One person may not submit multiple votes using different email addresses. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during one day by a single voter or email address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited.

7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

Runner-Up Prize (710): The Runner-Up Prize is a Samsung Galaxy S[®] 4 mobile device. The Runner-Up Prize consists of the mobile device only and does not include a wireless service or data plan. The ARV of each Runner-Up Prize is \$630. No more than seven hundred ten (710) Runner-Up Prizes will be awarded.

Finalist Prize (19): The Finalist Prize is a Samsung Galaxy S[®] 4 mobile device. The Finalist Prize consists of the mobile device only and does not include a wireless service or data plan. The ARV of each Finalist Prize is \$630. No more than nineteen (19) Finalist Prizes will be awarded.

Grand Prize (1): The Grand Prize is a Samsung Galaxy S[®] 4 mobile device, a one-year T-Mobile wireless service plan, and the possible inclusion of the Grand Prize entry in a T-Mobile advertising campaign. The ARV of the Grand Prize is \$1,230. No more than one (1) Grand prize will be awarded. The wireless service plan included shall be T-Mobile's Simple

Choice Plan with Unlimited Talk, Text and Web, including 500MB of up to full speed data on T-Mobile's US nationwide network. Service shall be subject to T-Mobile's terms and conditions (including arbitration provisions) found on www.t-mobile.com. The inclusion of the entry in an advertising campaign is at the discretion of T-Mobile. Any additional features will be at Contestant's cost and expense.

Prize Conditions: All Prizes are non-transferable, non-assignable and no substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole discretion. Prizes may not be redeemed for cash, nor may they be transferred or offered for sale or auction, and can be substituted only, at Sponsor's sole discretion, with prizes of equal or greater value. Prize elements may be subject to additional restrictions. Prize selection at Sponsor's sole discretion. Any portion of a prize not accepted by a winner will be forfeited, and the Contest Entities shall not be responsible for any inability of winner to accept or use any portion of a prize for any reason. All applicable federal, state and local taxes, and all other fees, costs, expenses and charges not specifically identified in these Official Rules as a prize element, are the sole responsibility of the prize winner. All prize winners will receive an IRS Form 1099 reflecting the actual final retail value of the prize.

8. HOW TO CLAIM A PRIZE:

Finalist and Runner-Up Prizes:

Facebook method of entry: On or about August 1, 2013, potential Finalists and Runners-Up who entered via application associated with Facebook will be sent an email notification at the email address provided when registering for the Contest with further instructions on how to claim the prize, including returning a signed and notarized Affidavit of Eligibility, Liability, and Publicity Release ("Affidavit"). The potential Finalist or Runner-up must respond to the email notification and return the notarized Affidavit within three (3) calendar days from the date the email notification is sent by Sponsor or its designee to the potential Finalist/Runner-Up or the Finalist Prize or Runner-Up Prize may be forfeited and awarded to an alternate winner. In the event that an email notification, or any other winner notification is returned as undeliverable, or if no response to an email notification, or any other winner notification is received within the stated time period, or if a potential Finalist or Runner-Up does not comply with these Official Rules, that potential Finalist or Runner-Up may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. If the potential Finalist or Runner-Up is disqualified for any reason, the contestant whose entry receives the next highest score from the Judges as set forth in Section 5 may be named an alternate potential Finalist or Runner-Up.

Twitter and Vine method of entry: On or about August 1, 2013, potential Finalists and Runners-Up who entered via Twitter and Vine will be sent a notification by direct message to the Twitter account used to enter the Contest from the Twitter account @tmobile. Each potential Finalist and Runner-Up will be required to respond to the direct message within twenty-four (24) hours from the time Sponsor or its designee sends the direct message on Twitter with his or her first and last name and email address or the potential Finalist/Runner-Up may, at the Sponsor's sole discretion, be disqualified and the prize he or she may have been entitled to will be forfeited. Sponsor's designee will then email the potential Finalist or Runner-Up at the email address provided with the response to the direct message with further instructions on how to claim the prize, including returning a signed and notarized Affidavit. The potential

Finalist or Runner-Up must respond to the notification email within three (3) calendar days from the date the email notification was sent by Sponsor or its designee with the requested information and notarized Affidavit or he or she may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. Prizes will be shipped approximately six to eight weeks after winner verification. In the event that a direct message, email notification, or any other winner notification is returned as undeliverable, or if no response to a direct message, email notification, or any other winner notification is received within the stated time period, or if a potential Finalist or Runner-Up does not comply with these Official Rules, that potential Finalist/Runner-Up may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. If the potential Finalist or Runner-Up is disqualified for any reason, the contestant whose entry receives the next highest score from the Judges as set forth in Section 5 may be named an alternate potential Finalist or Runner-Up.

Instagram Method of Entry: On or about August 1, 2013, potential Finalists and Runners-Up who entered via Instagram will be sent a notification message via a message posted on the Instagram image entered into the Contest from the Instagram account @tmobile. The notification message post will include instructions for each potential Finalist and Runner Up to Direct Message the T-Mobile Twitter account @tmobile. Each potential Finalist and Runner-Up will be required to respond via direct message within twenty-four (24) hours from the time Sponsor or its designee posts the notification message on Instagram with his or her first and last name and email address or the potential Finalist/Runner-Up may, at the Sponsor's sole discretion, be disqualified and the prize he or she may have been entitled to will be forfeited. Sponsor's designee will then email the potential Finalist or Runner-Up at the email address provided with the response to the direct message with further instructions on how to claim the prize, including returning a signed and notarized Affidavit. The potential Finalist or Runner-Up must return the notarized Affidavit and any other requested information to Sponsor or its designee within three (3) calendar days from the date the email notification and Affidavit was sent by Sponsor or its designee or he or she may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. Prizes will be shipped approximately six to eight weeks after winner verification. In the event that a Instagram post, direct message, email notification, or any other winner notification is returned as undeliverable, or if no response to a Instagram post, direct message, email notification, or any other winner notification is received within the stated time period, or if a potential Finalist or Runner-Up does not comply with these Official Rules, that potential Finalist/Runner-Up may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. If the potential Finalist or Runner-Up is disqualified for any reason, the contestant whose entry receives the next highest score from the Judges as set forth in Section 5 may be named an alternate potential Finalist or Runner-Up.

Grand Prize Winner: On or about August 30, 2013, the potential Grand Prize Winner will be sent an email notification with instructions on how to claim the Grand Prize. The Grand Prize must be claimed by September 15, 2013, or, at Sponsor's sole discretion, the Grand Prize may, at the Sponsor's sole discretion, be forfeited and awarded to the Finalist whose entry received the next highest score from the Judges as set forth in Section 5.

- 9. LIMITATION OF LIABILITY:** By participating in this Contest, contestants agree that the Contest Entities, Facebook, Twitter, Instagram, and Vine and their respective affiliates,

subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Page/usenet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Page users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Page or any Contest-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor's sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Contest, the contestant's sole remedy is to enter the Contest again to receive another entry. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of prize winners in a manner it deems fair and reasonable, including the selection of prize winners from among eligible entries received prior to such cancellation, termination, modification or suspension. This Contest is subject to all federal, state and local laws and regulations.

By entering the Contest, each contestant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the contestant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Contest materials; (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's

control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Contest; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Page or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, Internet service provider, or mail service utilized by any of the Released Parties or by a contestant; (j) interruption of or inability to access the Contest, the Page or any other Contest-related website(s) or any online service via the Internet due to hardware or software compatibility problems; (k) any damage to contestant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest; (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions; (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries; (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (o) lost, late, stolen, misdirected, damaged or destroyed prize(s) (or any element thereof); or (p) the negligence or willful misconduct by contestant.

Without limiting the foregoing, everything regarding this Contest, including the Page and Prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

10. DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN KING COUNTY, WASHINGTON. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS SECTION WILL BE CONDUCTED IN KING COUNTY, WASHINGTON. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF

THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

- 11. PRIVACY POLICY:** Any personally identifiable information collected during an contestant's participation in the Contest will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy, as stated at <http://www.t-mobile.com/company/website/privacypolicy.aspx>.
- 12. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a prize, each contestant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos, videos, entries, and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 13. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected, at Sponsor's sole discretion, that a contestant has registered, entered or attempted to register or enter more than once using multiple Facebook, Twitter, Vine, Instagram accounts, email addresses, identities, proxy servers or like methods, all of that contestant's entries may be declared null and void, and that contestant may be ineligible to win a prize. In the event of a dispute as to the identity of prize winners, the winning entry will be declared made by the authorized account holder of the email address used to register for the Contest or, where applicable, associated with the Twitter account used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in Sponsor's or Administrator's sole discretion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, THE PAGE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.
- 14. WINNERS LIST:** To obtain information about prize winners, interested individuals should place a self-addressed, stamped business-sized envelope (omit return postage if mailing

from Vermont) in an envelope and mail it to: T-Mobile #Hate2Wait Contest - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by November 1, 2013.

Customer Service inquiries may be made at [Contact Us](#).

This Contest is in no way sponsored, endorsed or administrated by, or associated with, Samsung Electronics, CO., LTD.

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