

**T-Mobile KOCP Smartphone and Service Giveaway Sweepstakes  
Official Rules**

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

**OPEN TO LEGAL RESIDENTS OF 50 UNITED STATES, DISTRICT OF COLUMBIA, AND PUERTO RICO AGED 18 OR OLDER. VOID WHERE PROHIBITED.**

1. **ELIGIBILITY:** The T-Mobile KOCP Smartphone and Service Giveaway Sweepstakes (the “**Sweepstakes**”) is open to legal of all 50 United States, the District of Columbia, and Puerto Rico (the “**Territory**”) who are 18 years of age or older as of date of entry. Employees, officers and directors of T-Mobile USA, Inc. (“**Sponsor**”), its parent company, subsidiaries, affiliates, advertising agencies, authorized dealers, promotional suppliers, (collectively, “**Sweepstakes Entities**”) and the immediate family members (spouses, parents, children and siblings and their spouses) or members of the same household (whether related or not) of such individuals are not eligible to enter or win. Void where prohibited.

2. **HOW TO ENTER:** Between 12:01 a.m. Pacific Time on September 14, 2020 and 11:59 p.m. Pacific Time on October 23, 2020 (the “**Entry Period**”), enter by going to <https://www.tmoevents.com/participants/public/register/13371> and completing and submitting the entry form with all required information (first and last name, email address, mobile phone number, home zip code, and current mobile carrier). You will be given the opportunity to sign up to receive news and offers from Sponsor, but are not require to do so in order to enter. All entries must be received and recorded during the Entry Period to be eligible. Sponsor or Sponsor’s designated representative’s computer is the official timekeeping device of the Sweepstakes.

**Limit one (1) entry per person.** The potential winner may be required to provide identification sufficient to show that he/she was the person who completed the entry form. In the event of a dispute over the identity of an entrant, the authorized account holder of the email address given at time of entry will be deemed to be the entrant. The authorized account holder of an email address shall mean the natural person assigned to such account by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with such account. The potential winner may be required to provide identification sufficient to show that he/she was the authorized account holder of such email address.

All entries become the property of Sponsor and will not be returned to entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. Use of multiple email accounts to enter will result in disqualification.

Please note that any normal Internet access and usage charges imposed by your Internet service provider will apply. **If you use a mobile device to enter, your wireless service carrier’s standard charges, data rates, and other fees may apply. You understand that by participating in this Sweepstakes via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, which may be subject to charges pursuant to your carrier’s rate plan.**

3. **PRIZE AND ODDS:** There is one prize, a black Samsung Galaxy S20+ 5G 128G (the “**Prize Phone**”), together with 1 year of Magenta service for the Prize Phone (the “**Prize Service**”). Winner may choose a new number for the Prize Service or may migrate an existing number. Prize Service does not include Netflix or Quibi subscription and may not be added to an existing T-Mobile account. At the end of the term of the Prize Service, the winner may choose to migrate service to a standard postpaid T-Mobile plan or migrate number away.

The approximate retail value (“ARV”) of the Prize Phone and Prize Service together will be \$2,181. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner, including, without limitation, applicable taxes.

Odds of winning depend on the number of eligible entries received during the Entry Period.

4. **WINNER SELECTION AND NOTIFICATION:** The potential winner will be selected in a random drawing from among all eligible entries received during the Entry Periods. The drawings will be conducted by Sponsor or Sponsor’s representative, whose decisions are final and binding. The drawing will take place on or about October 28, 2020, and the winner will be announced on air on radio station KOCF FM.

The potential winner will also be notified by phone at the phone number provided on entry blank. If a potential winner cannot be reached within forty-eight (48) hours of the first notification attempt, an alternate potential winner will be selected from the remaining eligible entries. If a potential winner is found to be ineligible, does not or cannot comply with these Official Rules, or if the prize notification is returned as undeliverable, that potential winner will be disqualified and an alternate potential winner will be selected, time permitting; provided, however, that if Sponsor has been unable to successfully notify a qualified potential winner for a prize after Sponsor has attempted to notify four (4) potential winners, Sponsor may elect not to award that prize.

The potential winners may be required to complete and return an affidavit of eligibility, a liability release and (where legal) a publicity release, which must be returned within the time period specified with such materials or Sponsor, in its sole discretion, may select an alternate potential winner.

All federal, state, municipal and local taxes, and all expenses associated with receipt or use of a prize are the sole responsibility of winner. Winner will receive an IRS Form 1099 for the value of the prize if legally required, and will be required to provide Sponsor with winner's social security number for purposes of same.

5. **GENERAL TERMS AND CONDITIONS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor or the other Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall be resolved exclusively in the appropriate federal or state court located in King County, Washington, and entrants hereby consent and submit to the personal jurisdiction of such courts.

Sponsor may, in its sole discretion, substitute a prize of equal or greater value for all or any portion of the prize. Except as determined by Sponsor in its sole discretion, no substitution of prize is offered, no transfer of prize to a third party is permitted, and prize may not be redeemed for cash value. Any difference between stated ARV of prize and actual value of prize will not be awarded. If a prize includes attendance at an event or experience, and the event or experience does not take place as scheduled or at all, no other prize or additional compensation shall be awarded, and the remaining prize elements, if any, shall constitute complete satisfaction of Sponsor's obligation to winner with respect to that prize. Any portion of prize not accepted by winner will be forfeited.

6. **ACCEPTABLE CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with

intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet, mobile phone service, or any combination thereof; or (e) any injury or damage to participant's or to any other person's computer or cell phone which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of cancellation, a random drawing will be conducted to award the prize from all eligible entries received prior to cancellation. Sponsor is not responsible for typographic or printer's errors. In no event will more than the number of prizes stated in these Official Rules be awarded.

8. **RELEASES:** All entrants, as a condition of entry into the Sweepstakes, agree to release the Sweepstakes Entities from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: accessing the internet; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership or use of any prize awarded; preparing for, participating in, attending or traveling to and/or from any prize-related activity; or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except where prohibited by law, each winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at Sponsor's website or via Tweet) the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor. By accepting any prize, each winner agrees for themselves and for their heirs, executors and administrators to release and indemnify and hold the Sweepstakes Entities and their respective officers, directors, employees and representatives harmless from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity and claims based on rights of publicity, rights of privacy, defamation or prize delivery.

9. **WAIVER. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET**

**COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.**

10. **USE OF INFORMATION:** Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner and fulfill the prize, and will be subject to Sponsor's privacy policy at <https://www.t-mobile.com/privacy-center/our-practices/privacy-policy>. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

11. **WINNER'S LIST:** For a list of Official Rules or to find out who won, individuals should print their name and address on a stamped 3"x5" card marked ATTN: T-Mobile KOCP Smartphone and Service Sweepstakes and mail it in an envelope no later than 12/28/2020 to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

12. **SPONSOR:** T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

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