

**#5GFlexContest Sweepstakes
Official Rules**

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

#5GFlexContest Sweepstakes (the “**Promotion**”) runs from December 6, 2019 at 9:00 AM ET to December 22, 2019 at 11:59 PM ET (“**Promotion Period**”). The Sponsor’s clock will be the official timekeeping device for the Promotion.

ELIGIBILITY: The Sponsor of this Promotion is T-Mobile USA, Inc. (“**Sponsor**”). The Promotion 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. 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 Promotion 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:

There are three different methods to enter the Sweepstakes:

- 1) **Twitter:** During the Promotion Period, tweet at @T-Mobile including a picture of your “5G flex” and tag a friend who could use a new phone. Your tweet must also include #5GFlexContest, @OnePlus_USA, and @tmobile. Entrants must be following @tmobile in order to have a valid entry (we can’t DM you if you don’t follow us). Standard data and message rates apply. Tweets must be made by the authorized account holder at the time of entry. “Authorized account holder” is deemed the natural person who is assigned to the Twitter address used in submitting the entry. Tweets must stay within the character limits of the account. Any attempt at other internet entry is void. The following tweets will be disqualified as determined by Sponsor in its sole discretion: tweets that contain information that is deemed to be lewd or profane; contain material that violates or infringes on another’s rights, including privacy, publicity, or intellectual property; material that is hateful or defamatory; material that promotes discrimination, bigotry, racism, or harm against a group or individual; or material that is unlawful or in violation of or contrary to the laws or regulations in any state

containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be void and the related entrant disqualified. Sponsor makes the final determination as to what Tweets are eligible to take part in the Sweepstakes. By entering a Tweet, each entrant warrants that it is created by the entrant 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.

- 2) **Instagram:** During the Promotion Period, post a picture including showing your “5G flex” and tag a friend who could use a new phone. Your post must also include #5GFlexContest, @OnePlus_USA, and @tmobile. Entrants must be following @tmobile in order to have a valid entry (we can’t DM you if you don’t follow us). Standard data and message rates apply. Tweets must be made by the authorized account holder at the time of entry. “Authorized account holder” is deemed the natural person who is assigned to the Instagram handle used in submitting the entry. Posts must stay within the character limits of the account. Any attempt at other internet entry is void. The following posts will be disqualified as determined by Sponsor in its sole discretion: posts that contain information that is deemed to be lewd or profane; contain material that violates or infringes on another’s rights, including privacy, publicity, or intellectual property; material that is hateful or defamatory; material that promotes discrimination, bigotry, racism, or harm against a group or individual; or material that is unlawful or in violation of or contrary to the laws or regulations in any state containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be void and the related entrant disqualified. Sponsor makes the final determination as to what posts are eligible to take part in the Sweepstakes. By entering a post, each entrant warrants that it is created by the entrant and grants Sponsor the perpetual, unlimited and irrevocable right to post, publish, adapt, edit, make derivative works, and/or otherwise use the post in any manner, for any purpose and in any media now known or hereinafter developed.
- 3) **Facebook:** During the Promotion Period, post a picture including showing your “5G flex” and tag a friend who could use a new phone. Your post must also include #5GFlexContest, @OnePlus_USA, and @tmobile. Entrants must be following @tmobile in order to have a valid entry (we can’t DM you if you don’t follow us). Standard data and message rates apply. Tweets must be made by the authorized account holder at the time of entry. “Authorized account holder” is deemed the natural person who is assigned to the Instagram handle used in submitting the entry. Posts must stay within the character limits of the account. Any attempt at other internet entry is void. The following posts will be disqualified as determined by Sponsor in its sole discretion: posts that contain information that is deemed to be lewd or profane; contain material that violates or infringes on another’s rights, including privacy, publicity, or intellectual property; material that is hateful or

defamatory; material that promotes discrimination, bigotry, racism, or harm against a group or individual; or material that is unlawful or in violation of or contrary to the laws or regulations in any state containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be void and the related entrant disqualified. Sponsor makes the final determination as to what posts are eligible to take part in the Sweepstakes. By entering a post, each entrant warrants that it is created by the entrant and grants Sponsor the perpetual, unlimited and irrevocable right to post, publish, adapt, edit, make derivative works, and/or otherwise use the post in any manner, for any purpose and in any media now known or hereinafter developed.

- 4) **Entry Limit:** Limit one (1) entry per person per Promotion Period. The use of automated devices to enter this Sweepstakes is prohibited. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries. All entries become Sponsor's property and will not be acknowledged or returned.

- 5) By entering the Sweepstakes, entrants warrant they have read and understand these Official Rules and agree to be bound by them and to release, discharge and hold harmless Sponsor and Twitter Inc., 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, demands, damages, actions, and/or causes of actions, whether direct or indirect, which may be due to or arise out of participation in the Sweepstakes or any portion thereof, or the acceptance, use/misuse or possession of a prize.

ADDITIONAL TERMS: Sponsor may prohibit an entrant from participating in the Promotion if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion 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.

WINNERS: From among all eligible Entries received during each Promotion Period, the Sponsor will draw 4 potential prize winners (each, a "Prize Winner"). The Prize Winner's assessment will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. The selected Prize Winner will be notified via direct message from Sponsor by 11:59 PM PT on December 27, 2019. If any selected 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 Prize Winner may be disqualified and the next entrant to respond will be chosen, all as

determined by Sponsor in its sole discretion. Odds of winning depend on the actual number of eligible entries received as of the conclusion of the Promotion Period. Prize Winners will be subject to verification.

PRIZES:

Four (4) Prize Winners, subject to verification will receive a One Plus 7T Pro 5G McClaren smartphone. Winner will also receive a check for \$300 that winner can use for any taxes on the prize in his/her sole discretion. The total ARV for the prize is \$1,200.

Total ARV of all prizes: \$4,800

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. Certain conditions and restrictions apply. 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: 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 any potential Prize Winner 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 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 Promotion 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 by 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 Promotion 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 Promotion.

RELEASE: By entering, entrant agrees to accept and abide by the Official Rules of this Promotion. Judging and all decisions by Sponsor regarding this Promotion 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 Promotion. 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 Promotion 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 Promotion, 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 Promotion, or the integrity and/or feasibility of the Promotion 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 Promotion without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Promotion 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 Promotion, 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 Promotion.

WINNERS' LIST: For a list of prize winners, individuals should print their name and address on a stamped 3"x5" card, attn.: T-Mobile Note 10 Sweepstakes and mail it in an envelope to: T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attn: Social Contests, Floor 10. A winners list and copy of these Official Rules will be available for 90 days after the close of the promotion.

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