

**Official Rules**  
**Developer Program AT&T SHAPE Social Media Program Giveaway**  
**Sponsored by AT&T Mobility, Developer Program.**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PLEASE READ THESE RULES CAREFULLY. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE. MUST HAVE TWITTER ACCOUNT TO ENTER.**

**2. Entry Period/Eligibility:** The AT&T Developer Program is hosting the AT&T SHAPE event (“Event”) between June 2- June 3, 2018. For each day of the event, a separate sweepstakes giveaway “**AT&T SHAPE Social Media Program Giveaway**” (“Sweepstakes”) will be held during the applicable “Event Date(s)” as set forth in Section 3 below (“Sweepstakes Period”). All interpretations of these Official Rules, (“Official Rules”) and decisions made by Sponsor relating to the prize sweepstakes are final and binding. The sweepstakes is open to legal residents of the 50 United States and District of Columbia who are at least eighteen (18) years old and have reached the age of majority in their state or territory of residence at the time of entry (19 in Alabama and Nebraska; 21 in Mississippi). Employees of AT&T (“AT&T” or “Sponsor”) and their respective parent companies, affiliated companies, subsidiaries, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the sweepstakes, and their respective agents, employees, officers, directors, successors and assigns (“Sweepstakes Entities”), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to participate in the Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the decisions of Sponsor which are final and binding; (b) acknowledge compliance with these Official Rules; and (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations.

**3. To Participate:** To participate and enter this Sweepstakes, individuals will need a Twitter account (“Twitter Account”). If you don’t already have a Twitter Account, visit [www.twitter.com](http://www.twitter.com) to create a Twitter Account; creating a Twitter Account is free. By submitting your information and creating a Twitter Account, you will be required to agree to the Twitter terms of service and privacy notice. If you do not agree to Twitter’s terms of service and privacy notice, you cannot create a Twitter Account or participate in this Sweepstakes. In order for your Twitter Entries to be valid, your Twitter profile and all relevant tweets must be public during the entire Sweepstakes Period. “Eligible Entrants” must register for the event at <https://shape.att.com/start-registration>, attend the AT&T SHAPE event during the Event Date, and use their Twitter account to post at least once during the event using the hashtag #Sweepstakes, plus #ATTSHAPE, to be entered in that days Sweepstakes (“Entrant Tweet”). The Entrant Tweet must be posted on Twitter between 12:01AM PT and 11:59M PT on any of the event days (June 2 or 3, 2018). Two (2) winners will be chosen at the end of each event day (*i.e.* the applicable Sweepstakes Period.)

Sponsor will be collecting personal data about entrants in accordance with its Privacy Policy. All information submitted by entrants is subject to and will be treated in a manner consistent with AT&T’s Privacy Policy accessible at <http://www.att.com/gen/privacy-policy?pid=2506>. Policy. By participating in the sweepstakes, entrants hereby agree to AT&T’s collection and usage of their personal information and acknowledge that they have read and accepted AT&T’s Privacy Policy. The Promotion is in no way sponsored, endorsed, approved or administered by, or associated with, Twitter.

**4. Submission Guidelines:** All entry tweets must comply with the following entry requirements (“Submission Guidelines”), as determined by Sponsor in its sole discretion, to be considered an Eligible Entry (as defined below):

- a. The entry may not contain any content that is lewd, obscene, sexually explicit, pornographic or contains nudity, disparaging, defamatory, derogatory toward any ethnic, racial, gender, religious, professional or age group, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- b. The entry must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activities that may appear unsafe or dangerous or promote any particular political agenda or message.

- c. The entry must not defame, misrepresent or contain disparaging remarks about Sponsor, other people or companies.
- d. The entry must be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity, including, without limitation, copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media).
- e. The entry must not contain any personally identifiable information such as license plate numbers, personal names, e-mail addresses or street addresses.
- f. The entry must not contain the likeness of any person without the consent of the person whose likeness is included in the entry.
- g. The entry may not identify any commercial content, including, without limitation, any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others.
- h. The entry must not contain materials embodying the names, likenesses, voices, or other indicia identifying any celebrities.
- i. The entry must not communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.
- j. The entry must not violate any law.

All entries submitted in compliance with the above Submission Guidelines and these Official Rules and not disqualified are considered "Eligible Entries".

**5. Prizes/Odds:** For each day of the event, there will be two (2) winners ("Winner(s)"): The June 2, 2018 Winners (two (2) total) will each receive one (1) Razer phone ("Razer Phone"). The approximate retail value ("ARV") of the Razer Phone is \$699.99. The June 3, 2018 Winners (two (2) total) will each receive one (1) Samsung POWERbot Star Wars Limited Edition ("POWERbot"). The approximate retail value ("ARV") of the POWERbot is \$599.99. The Razer Phone and the POWERbot will together be known as the "Prize(s)". The Total ARV of the Prizes in this Sweepstakes is \$2599.96. The odds of winning depend on the number of Eligible Entrants during each of the applicable event day's Sweepstakes Period.

**6. Winner Selection/Verification:** For each event day, the potential Winner will each be selected in a random drawing from among all of the Eligible Entries for that day by the end of that Event Date. In addition to announcing the Winner during each day, the Sponsor team will contact the potential winner via Twitter direct message within one (1) day of the applicable Event Date. If a potential Winner does not respond via direct message on Twitter, within 24 hours of the Sponsor's direct message being sent, the potential winner may be disqualified and an alternate potential winner may be selected if time permits, in Sponsor's sole discretion, from among the remaining applicable Eligible Entrants. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules. The potential Winner must prove eligibility, including, without limitation, proof of age, residence and identity. In the event of non-compliance by the potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a winner shall be terminated and an alternate potential winner may, in Sponsor's sole discretion, be chosen from among all of the remaining Eligible Entries received. By entering this Sweepstakes, entrants grant to Sponsor, except where prohibited by law, the full permission and authority to use entrant's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary. Prize and or Prize documents returned as undeliverable will result in forfeiture of Prize.

**7. Prize Terms/General Terms:** The dates for fulfillment of each Prize will be on or around the 1 week time period from the applicable Event Date, but subject to change in Sponsor's sole discretion. If for any reason the Prize is unavailable or any Prize related event is delayed, cancelled or postponed, Sponsor reserves the right, but is not obligated, to cancel or modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value. No substitution, transfer, assignment or cash equivalent of the Prizes, or any portion thereof, is permitted by a Winner. Sponsor shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prizes are solely Winner's responsibility. Prizes are provided "as is". Arrangements for the fulfillment of the Prizes will be made by Sponsor. The value of the Prizes will be taxable to Winners as income. All federal, state and local taxes, and any other costs and expenses associated with acceptance and/or use of Prizes not specifically provided for in these Official Rules are solely the Winner's responsibility. Sponsor

is not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sponsor. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. To the extent permitted under applicable law, entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and/or the use, misuse or redemption of Prize and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. Sweepstakes Entities assumes no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error which may occur in the processing of the entries in Sweepstakes or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sponsor assumes no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have tampered with the entry process or the operation of Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (v) to be acting in violation of these Official Rules. Any violation of these Official Rules by a Winner will result in such Winner's disqualification as a Winner of the Sweepstakes and all privileges as a Winner will be immediately terminated. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE TEXAS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER. BY ENTERING, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER.

**8. Request for Names of Winners and Official Rules:** All requests for a copy of the Official Rules and for the names of the Winners must be made by the Friday following the sweepstakes period. Email the AT&T Mobility Developer Program, Attention: **"AT&T Developer Program Marketing Manager"** at [developer.program@att.com](mailto:developer.program@att.com).

**9. Sponsor:** This Sweepstakes is sponsored by AT&T Mobility, LLC, Developer Program **16331 NE 72<sup>nd</sup> Way Redmond, WA 98052.**

#### **10. DISPUTE RESOLUTION BY BINDING ARBITRATION**

**10.1** By entering this Sweepstakes, you and AT&T agree to arbitrate all disputes and claims arising out of or relating to this Sweepstakes, whether directly or indirectly. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before entry into the Sweepstakes (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of the Sweepstakes Period.

For purposes of this Section 10 only, references to "AT&T," "you," "your" and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of these Official Rules. Notwithstanding the foregoing, either party may bring an

individual action in small claims court. In addition, either party may arbitrate in accordance with the terms of any other arbitration agreement between us; this arbitration agreement does not supersede other such agreements. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission or any state agency that regulates sweepstakes. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering this Sweepstakes, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. These Official Rules evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Official Rules.

10.2 A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at <http://www.att.com/arbitration-forms>.

10.3 After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Official Rules, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at <http://www.att.com/arbitration-information>.) The arbitrator is bound by the terms of these Official Rules. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

10.4 If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

10.5 The right to attorneys' fees and expenses discussed in paragraph 10.4 supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

10.6 The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

10.7 Notwithstanding any provision in these Official Rules to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) while these Official Rules are in effect, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.