

AT&T SHAPE CREATE-A-THON
OFFICIAL RULES

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ENTRANT'S CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **THIS IS A SKILL-BASED CONTEST.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**
- **ENTRANTS MUST ATTEND THE AT&T SHAPE CREATE-A-THON EVENT ON JUNE 2 -3 TO PARTICIPATE IN ROUND 2 OF THE CONTEST AND BE ELIGIBLE TO RECEIVE PRIZES. COST OF TRAVEL TO ATTEND ARE THE SOLE RESPONSIBILITY OF THE ENTRANT.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **DESCRIPTION OF THE CONTEST:** The AT&T Shape Create-a-thon (the "Contest") is designed to encourage filmmakers and students to submit imaginative, undiscovered short content. Judged by key influencers within the entertainment industry, the Contest seeks to identify talented storytellers from across the U.S. who want their voices heard.

The Contest will feature two categories, Standard Film and Mobile Film (the "Category"), and consist of two submission periods and three corresponding judging rounds for each Category. The first submission period, ("Round 1"), will include script, storyboard and production plan submission. For entries that advance past Round 1, the second submission period, ("Round 2"), will include a short film submission based on the Round 1 submission. For entries that advance past Round 2, a third judging round, (the "Final Round") will incorporate an online public voting mechanism that is to account for 25% of the final submission score.

The prizes will be awarded to the best entries submitted, after the three rounds of judging. Winning submissions will be as determined by the Judges (defined below) in accordance with the Judging Criteria below and these Official Rules and are subject to verification. A Kicker Prize ("Kicker Prize") will be awarded to the best use of IBM Watson during the filmmaking process. An honorable mention Prize ("Honorable Mention") will be awarded to one of the Mobile Film teams as determined through the judging process.

2. **ELIGIBILITY:** This Contest is open only to legal residents and physically located in one (1) of the fifty (50) United States or District of Columbia and who are at least eighteen (18) years old at time of entry (except Alabama and Nebraska residents must be at least nineteen (19) years old at time entry and Mississippi residents must be at least twenty-one (21) years old at time of entry). Persons who are any of the following are not eligible to participate or win the prize offered: (a) employees, officers, or directors

of AT&T Entertainment Group (“AT&T” or “Sponsor”), its parent company and affiliate and subsidiary companies, participating advertising and promotion agencies; and (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household (defined as those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not) as any person in (a) above.

Entries may be submitted by an individual or a team. If the entrants elect to join the Contest as a team, each individual member of the team must meet the eligibility requirements set forth herein. The term “Entrant” as used in these Official Rules refers to each eligible individual or to each eligible team that submits an entry.

Limit one (1) entry per Entrant to the Contest. Entrants will elect which Category they are submitting their film to and cannot enter in both categories. An individual cannot be a member of multiple teams.

If joining the contest as a team, each team must designate one individual member of the team as the Director “(Director)”. The Director shall be responsible for submitting the entry on behalf of the team, designating all members of the team with the entry submission and corresponding with the Sponsor when applicable. If one (1) team member fails the eligibility requirements, then the team’s submission will be disqualified unless team agrees to remove that team member while the Entry Period is still open. If, at any time during the Contest, any team member elects to voluntarily end his or her participation in the Contest, the remaining team member(s) may continue on in his or her individual capacity using the team’s submission, provided that the remaining team member secures all necessary permissions and rights from the departing team member. If Entrant joins Contest as a team, then each team member shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Sponsor’s rights pursuant to these Official Rules relate to and are exercisable against each team member. In the event a dispute between team members cannot be sufficiently resolved, Sponsor may disqualify the team in its sole discretion. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Entrants, without limiting Sponsor’s rights and remedies, the Entrant that first submitted the submission will be deemed the proper Entrant for this Contest. In the event of any dispute regarding the identity of an Entrant, the relevant submission will be deemed submitted by the email account holder used to enter the Contest. Void where prohibited by law.

3. **HOW TO ENTER:** To enter this contest, first visit the AT&T CREATE-A-THON website (“Event Website”), <https://shape.att.com/create-a-thon>. Register and submit all required materials at <https://attcreateathon.submittable.com/> during the Round 1 Entry Period and Round 2 submission deadlines outlined below. Entry application must include full and accurate contact information for Entrant (including all members of team, if applicable). Each entry must comply with the Submission Guidelines (defined below) and any rules set forth on the Website.

Schedule and Submission deadlines:

Round 1 Script & Storyboard Submission Period: March 20, 2018, 9AM PST – April 27, 2018 11:59PM PST

Round 1 Advancement Notification: May 14, 2018, 9AM PST – May 18, 2018, 5PM PST

Round 2: Film Submission Deadline: One week (7 days) after the completion of the Designated Time Slot (defined below) which is specific to each Entrant, as outlined below:

Entrant Filming Time (Designated Time Slot)	Entrant Submission Deadline
Saturday, June 2, 8 – 11am	Saturday June 9, 11am
Saturday, June 2, 11am – 2pm	Saturday, June 9, 2pm
Saturday, June 2, 2 – 5pm	Saturday, June 9, 5pm
Saturday, June 2, 5 – 8pm	Saturday, June 9, 8pm
Sunday, June 3, 8 – 11am	Sunday, June 10, 11am
Sunday, June 3, 11am – 2pm	Sunday, June 10, 2pm
Sunday, June 3, 2pm – 5pm	Sunday, June 10, 5pm
Sunday, June 3, 5pm – 8pm	Sunday, June 10, 8pm

SHAPE CREATE-A-THON Event Weekend: June 2 – 3, 2018 (“Event Weekend”)

Final Round: Will occur at a time of the Sponsor’s choosing between June 21 – 26, 2018.

A submission may, in Sponsor’s sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void unless they are first approved by Sponsor. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the Entrant. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **SUBMISSION GUIDELINES:** In addition to the provisions set forth herein, each entry must also comply with the following guidelines or will be subject to disqualification at Sponsor’s sole discretion (the “Submission Guidelines”):

The Round 1 submission must contain the following materials:

1. Script of no more than 30 pages (12 point double spaced in Times New Roman font) in .pdf, .doc, or .docx file format. Maximum file size is 10 MB.
2. Storyboard in .pdf, .jpg, .jpeg, .png, .gif, .doc, .docx, .ppt, or .pptx file format. Maximum file size is 10 MB.
3. Image upload of entry script analysis results from IBM Watson Natural Language Understanding or IBM Watson Tone Analysis. Allowed file types: .jpg, .svg, .gif, .png.

All Round 1 submissions must be in English.

The Round 2 submission must contain the following materials:

1. A short film which meets the following requirements:
 - a. The film must be in English.

- b. The film must be no more than five (5) minutes long.
- c. The film must be shot with a minimum 480p resolution.
- d. The film submitted must be 50% (fifty) filmed in the time between the Event Weekend and the film submission deadline.
- e. The Mobile Film Category, (the “Mobile Film”), must be shot entirely on smartphone, tablet or drone. Entrant may be asked by Sponsor to submit 30 seconds of raw footage of their Mobile Film video to Sponsor.
- f. The film must include a scene shot at an AT&T-designated location (“Designated Filming Location”) on a designated time (“Designated Time Slot”) assigned to each Entrant, on the Warner Bros. Studios lot (the “Venue”). Entrants will be assigned a Designated Filming Location and 3-hour Designated Time Slot on either Saturday, June 2, 2018 or Sunday, June 3, 2018. Entrants may only film at the Venue in their Designated Filming Location and during the Designated Time Slot assigned to them by Sponsor. Entrants filming at the Venue outside of their Designated Filming Location and Designated Time Slot will be asked to leave the premises.
 - i. Entrant must be available for filming onsite at the Designated Filming Location and Designated Time Slot. All costs related to being onsite at the Venue during the Event Weekend are the sole responsibility of the Entrant.
- g. The film submitted must have been entirely edited in the time between the Event Weekend and the film submission deadline.
- h. The Film should be submitted to Sponsor at <http://attcreateathon.submittable.com> according to the timeline outlined herein. The film submission form will be made available to all Entrants by May 18, 2018.
- i. To be eligible for the IBM Watson Kicker Prize, the team must use IBM Watson Video Enrichment tools and answer the IBM Watson-related questions on the film submission form.
- j. All Mobile Film entries are eligible for the RED Digital Honorable Mention prize.

In addition to the requirements set forth above, all entries must comply with the following:

- The entry must be the Entrant’s original work (concepts in the public domain are allowed) and created solely by the Entrant. Further, the entry must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third party person or entity.
- The entry must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Judges and/or Sponsor in their sole and absolute discretion.
- The entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself/themselves in the entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.
- The entry must not contain any clearly visible commercial content or logos of any entity other than Sponsor.
- Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Judges and/or Sponsor reserve the right to disqualify at any time, any entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.

- No background artwork should appear in the submissions unless it is an original work of the Entrant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein.
- Submissions must comply with these Official Rules and meet all specifications or requirements called for.
- The Entrant must have all rights, clearances, permissions, approvals and/or consents necessary for their submission, including, but not limited to, music rights, releases from all persons appearing in the submission, location releases for all recognizable locations, and releases from who participated in production of the submission. In the event that an Entrant does not have the appropriate rights, the submission may be disqualified in the Sponsor's sole discretion.

5. JUDGING CRITERIA: After the conclusion of each Event, all entries will be judged by a panel of entertainment industry experts ("Judges") based on the following judging criteria (the "Judging Criteria"), with each Judging Criteria equally weighted:

Round 1

- a. Creativity and originality;
- b. Entertainment value;
- c. Project Scope

Round 2 and Final Round

- a. Creativity and originality;
- b. Entertainment value;
- c. Characterization
- d. Production Value

Kicker Prize, IBM Watson Prize:

- a) The number of IBM Watson Video Enrichment tools utilized
- b) How well the team can articulate useage of the tools
- c) Answer all required questions

Honorable Mention Prize, RED Digital Honorable Mention

- a. Creativity and originality;
- b. Entertainment value;
- c. Characterization
- d. Production Value

Each Entrant and all the entries are subject to validation at any time by Sponsor and/or the Judges, whose decisions are final and binding in all respects. Entrants may be asked to sign additional documentation before being declared official winners.

6. JUDGING PROCESS

- a. All eligible entries submitted during the Contest will be judged by a panel of Judges who will evaluate and vote the eligible entries based on the Judging Criteria.

- b. Sponsor will notify Round 1 Entrants if they have advanced to Round 2 in the time period outlined above. Entrants have 48 hours to reply to Sponsor, informing Sponsor of their intent to attend and participate in Round 2. If Sponsor does not hear from Entrant within 48 hours, Sponsor will give the Round 2 spot to the next highest scoring Entrant.
- c. Entrants may be asked to present, verbally or in writing, their submission videos to the Judges. Sponsor reserves the right to conduct the judging procedure in accordance with such schedule as determined by Sponsor in its discretion. Failure to participate accordingly will result in forfeiture of the chance to compete for a prize.
- d. After the Round 2 submission deadline, judges will assign scores to each submission using the Judging Criteria. Based on the top scoring submissions, no more than 5 Entrants, at the Sponsor's discretion, will advance to a public, online final judging round. For this Final Round, the online public ("Public Voters") will act as judges and will assign scores to each submission based on the judging criteria. The Public Voters will contribute 25% to the final judging score, and the score from Round 2 will account for the remaining 75% of the final score. The top scoring submissions after this Final Round will be awarded the prizes.
- e. In the event of a tie, a new Judge or Judges assigned by Sponsor will judge the tied entries according to the same Judging Criteria. The Judges/Sponsor reserve the right to terminate the Contest and not to award any prizes, if in their sole and absolute discretion, they do not receive a sufficient number of eligible or qualified Entries for the Contest. Decisions of Judges are final and binding.
- f. Kicker Prize Judging: After the Round 2 submission deadline, kicker prize judges will assign scores to each valid submission for the kicker prize using the Judging Criteria. The film with the highest score will be announced at the winner of the kicker prize. The winner will be announced at a time of the Sponsor's choosing on or around June 27, 2018.
- g. Honorable Mention Prize Judging: After the Round 2 submission deadline, honorable mention prize judges will assign scores to each valid submission for the honorable mention prize using the Judging Criteria. The film with the highest score will be announced at the winner of the honorable mention prize. The winner will be announced at a time of the Sponsor's choosing on or around June 27, 2018.

7. WINNING PRIZES AND APPROXIMATE RETAIL VALUE:

Best Overall Standard Film, 1st prize \$10,000

Best Overall Standard Film, 2nd prize \$5,000

Best Overall Mobile Film 1st prize \$10,000

Best Overall Mobile Film, 2nd prize \$5,000

Kicker Prize reward: Best Use of IBM Watson in Filmmaking: 1st prize: \$5,000

Honorable Mention Prize reward: RED Digital Honorable Mention: 4 RED Hydrogen One devices, upon launch of device

Winners Announced: At a time of the Sponsor's choosing on or around June 27, 2018.

WINNERS MUST BE RESPONSIVE TO EMAIL OR PHONE CONTACT WITHIN 48 HOURS TO ACCEPT PRIZE OR PRIZE MAY BE FORFEITED.

UNLESS OTHERWISE STATED IN THESE OFFICIAL RULES OR THE EVENT WEBSITE, ALL PRIZES OR ANY PRIZE COMPONENTS WILL BE AWARDED TO THE WINNING ENTRANT AS A WHOLE AND NOT TO EACH INDIVIDUAL MEMBER OF A WINNING TEAM IF ENTRANT HAS JOINED CONTEST AS A TEAM. Sponsor is not responsible for any disputes among team members concerning prize or prize components.

ALL TAXES AND ANY OTHER EXPENSES NOT STATED HEREIN, INCLUDING MEALS, GRATUITIES, TRANSPORTATION AND OTHER INCIDENTALS, ARE THE SOLE RESPONSIBILITY OF ENTRANTS. No substitutions or transfers of a prize, except in AT&T's discretion. Coordination of any and all travel and any other expenses is the responsibility of the Entrant team members. Only the stated number and components of prizes in the Official Rules will be awarded.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and in the event that Sponsor is unable to provide a winner with his/her prize(s), the Sponsor may elect to provide winners with the approximate value of such prize of comparable or greater value. In the event a winner engage in behavior that (as determined by Sponsor or any prize provider, in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. 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). Prize winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Unclaimed prize(s) will be forfeited.

8. INTELLECTUAL PROPERTY RIGHTS IN SUBMISSIONS: With the exception of the use of any AT&T materials, the ownership rights to each submission will remain with the Entrants as more fully contemplated below. As a condition of participation in the Contest, Entrant, upon submission of his/her/their submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, and to Warner Bros. Studio Facilities, WB Studio Enterprises Inc., Warner Bros. Entertainment Inc. and their related and affiliated entities and divisions (collectively, "Warner Bros."), the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize to the winner or winners in this Contest. Warner Bros., Sponsor, and each of their successors, assigns and licensees, will have the right to make unlimited derivative works of submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that

the Entrant's submission, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Affidavit and Release (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the submissions submitted.

9. **CONDITIONS OF PARTICIPATION:** Entrant Agrees that Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. To the extent permitted by applicable law, prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, or local laws or regulations. Submission of entry into this Contest deems that Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Films submitted to the Contest may not be used commercially or for monetary gain by Entrants unless Entrant obtains written permission from Sponsor. This includes but is not limited to distribution sales, intellectual property sales, licensing agreements, and ad revenue. Prize winners may be required to sign and return an Affidavit and Release at any time thereafter (as requested by Sponsor) as a condition to receiving the prize. Failure to comply with this requirement may result in disqualification and potential selection of an alternate winner. If entry is submitted by a team and any single team member fails to execute and return the required documentation within this time period, said individual will be disqualified but the remaining team members who comply will still be eligible for their prize. However, if the Director does not provide Sponsor with a signed Affidavit and Release (unless prohibited by law) within the time period, Entrant will be disqualified. Sponsor and Warner Bros. may document and film the Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant consents to such activities and grants Sponsor, its agencies, Warner Bros., permission to use, in perpetuity and by any means, the results of such activities for Sponsor's advertising and promotional purposes without additional compensation, unless prohibited by law. Entrant's participation and services in connection with such activities shall be deemed a work-made-for-hire for AT&T, as such term is understood in copyright law. In addition, acceptance of any prize constitutes permission for, and winners' consent to, Sponsor and its agencies, and their respective successors, assigns and licensees, and to Warner Bros., to use a winner's name, photograph, biographical information and/or likeness and entry in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsor or associated agencies. If Entrant is a team, and Sponsor determines, in its sole discretion, that any single team member has attempted to undermine the legitimate operation of this Contest, all members of such team may be disqualified, as determined within Sponsor's sole discretion. Due to the unique nature and scope of this Contest, Sponsor reserves the right to alter or modify these Official Rules at any time. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or

regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform used, if any, for purposes of administering this Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

10. **ELIMINATION:** Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from the Contest. If any single team member provides such false information, Sponsor reserves the right to disqualify the entire team. Sponsor further reserves the right at any time, including after announcement of winners to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

11. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

12. **ARBITRATION/DISPUTE RESOLUTION:**

- a. By entering this Contest, you and AT&T agree to arbitrate all disputes and claims arising out of or relating to this Contest, 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 Contest (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 Entry Period.

For purposes of this Section 12 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 Contest. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering this Contest, 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.

- b. 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>.
- c. 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.

- d. 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:
 - i. pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - ii. 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.

- e. The right to attorneys' fees and expenses discussed in paragraph 12.d 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.
- f. 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.
- g. 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.

12. **WARRANTY AND INDEMNITY:** Entrants certify that their entry is original, subject to the guidelines provided herein, and that they have the right to submit the entry in the Contest. Each Entrant

agrees not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the extent permitted by applicable law, each Entrant agrees to release, discharge and hold harmless Sponsor and Warner Bros., and each of Sponsor's and Warner Bros.' respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrant's participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, Entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. To the extent permitted by applicable law, each Entrant further agrees to release all rights to bring any claim, action or proceeding against Released Parties

13. **SIMILAR MATERIALS:** Entrants acknowledge that Sponsor and Warner Bros. engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, entertainment, artistic and other material (collectively, the "Materials"), including, without limitation, Materials that are similar or identical to the submissions submitted in this Contest. Entrants also acknowledge that other persons, including employees of Sponsor or Warner Bros., may previously have originated and may hereafter originate Materials that are similar or identical to the entries. Entrants agree that they will not be entitled to any compensation because of the use by Sponsor or Warner Bros. of any such similar or identical material. Without limitation of the foregoing, Sponsor or Warner Bros. may use, without any payment or other obligation whatsoever to any contestant, any part of the Materials, and any idea or concept contained therein, that: (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Sponsor or Warner Bros. before or at the time of entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Sponsor or Warner Bros. or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsor or Warner Bros. or any third party. Entrants agree that Sponsor's or Warner Bros.' development, preparation, production,

acquisition, dissemination and/or exploitation of Materials similar or identical to the entries or containing features, ideas, material and/or elements similar to or identical with those contained in entries shall not entitle any Entrant or team to any compensation or other right or remedy. As an inducement to Sponsor to accept each submission for entry into the contest, contestants hereby waive any claim or right of action against Sponsor or Warner Bros. or its successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a submission. Acceptance by Sponsor of a submission is not an admission by Sponsor of the novelty or originality of the submission.

14. **TECHNOLOGY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems. If for any reason the registration and submission process of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any individual who tampers with the registration process. Caution: Any attempt by an Entrant to damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.

15. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

16. **SPONSOR:** The Sponsor of this Contest is AT&T Entertainment Group, 1025 Lenox Park Blvd. NE, Atlanta, GA 30319.

17. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

18. **DATES & DEADLINES / ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

19. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Entrant agrees to sign the same upon Sponsor's request therefor.

20. **PRIVACY / INFORMATION SUBMITTED:** As a condition of entering the Contest, Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation

to this Contest or on a Contest winner's list. Information submitted in connection with the Contest will be treated in accordance with the Sponsor's Privacy Policy, which can be found at https://about.att.com/sites/privacy_policy.

21. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.