

**AT&T FILM AWARDS**  
**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.**
- **ENTRIES ARE CAPPED TO THE FIRST 1,000 ENTRANTS**
- **THIS IS A SKILL-BASED CONTEST.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT ARE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

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 Film Awards (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. Sponsor is seeking short films from six separate Contest categories ("Category" or "Categories") within the Contest. The Categories will be; a) an "Emerging Filmmaker" b) a "Youth Filmmaker" 3) "Spanish Language Short"; d) a "Underrepresented Filmmaker" which shall include people with disabilities, LGBTQ, women, and people of color; e) a "Mobile Film"; and f) a "VR/AR/MR Film", as will be more fully described below; The prizes will be awarded to the best entries submitted for each of the Categories. 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.

2. **ELIGIBILITY:** This Contest is open only to entrants who are legal residents and physically located in one (1) of the fifty (50) United States or District of Columbia and Puerto Rico.

Entrants to the Youth Filmmaker Category must be age 13-18 and must have their parent and/or legal guardian's ("Parent") permission prior to entering.

All other entrants must be 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).

Entrants to the Spanish Language Short category must be at the time of entry and winner selection be a current undergraduate (i.e., 4-year or 2-year program), graduate, doctoral or postdoctoral student enrolled at an accredited college or university.

Persons who are any of the following are not eligible to participate or win the prize(s) offered in the Contest: (a) employees, officers, or directors of AT&T Mobility & Entertainment ("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.

“Entrant” as used in these Official Rules refers to an individual Entrant. Entrant must specify which Category they are submitting to when submitting their video. One (1) person can enter the Contest multiple times during the Entry Period. If Entrant fails the eligibility requirements for the Category they have entered, then the submission will be disqualified. 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 <https://atffilmawards.submittable.com/submit> (the “Website”) and create an account. Once you create an account, complete the application to enter the Contest and submit your film between 12:00am Pacific Time (“PT”) on August 29, 2018 and 11:59 p.m. PT on December 7, 2018, or when the first one thousand (1000) entries have been submitted, whichever comes first, (the “Entry Period”). Sponsor’s designated clock is the official time clock of the Contest. Entry application must include full and accurate contact information for Entrant (and a film in one of the Categories. Each entry must comply with the Submission Guidelines (defined below) and any rules set forth on the Website. Entrants must select which of the Contest Categories they are entering into at time of entry and will not be able to change this after submission.

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. 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 specific to the Category they enter, or will be subject to disqualification (“Submission Guidelines”):

<b>Emerging Filmmaker</b>	<b>Youth Filmmaker</b>
<ul style="list-style-type: none"> <li>• Language: Film must be in English</li> <li>• Length: The film’s final running time must not exceed 10 minutes.</li> <li>• Supported video file type: .mp4 and .mov</li> </ul>	<ul style="list-style-type: none"> <li>• Language: Film must be in English</li> <li>• Must be shot on smartphone, tablet, drone, “Mobile Technology” (Sponsor will allow incidental or short clips not using Mobile Technology).</li> <li>• Length: The film’s final running time must be a minimum of 60 seconds and must not exceed five (5) minutes.</li> </ul>

	<ul style="list-style-type: none"> <li>• The theme of the film should be; 1) an inspiring video about protection of the environment; 2) a video highlighting the importance of positivity and kindness in a world where many youths face bullying or; 3) a video reminding youth not to drive distracted.</li> <li>• Supported video file type: .mp4 and .mov.</li> <li>• Must answer the film submission questions on the submission site, the (“Written Responses”).</li> </ul>
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<b>Underrepresented Filmmaker</b>	<b>VR/AR/MR Film</b>
<ul style="list-style-type: none"> <li>• Filmmaker must be person with disabilities, from the, LGBTQ community, a woman, or person of color.</li> <li>• Language: Film must be in English</li> <li>• Length: The film’s final running time must not exceed 10 minutes.</li> <li>• Supported video file type: .mp4 and .mov</li> </ul>	<ul style="list-style-type: none"> <li>• Must utilize virtual reality, augmented reality, or mixed reality.</li> <li>• Must submit a link to a 360 version of your project or a 2d playthrough via an external site.</li> <li>• Must not exceed fifteen (15) minutes in length</li> <li>• Film must be in English.</li> </ul>

<b>Spanish language Short</b>	<b>Mobile Film</b>
<ul style="list-style-type: none"> <li>• Language: Film must be majorly in Spanish</li> <li>• Length: The film’s final running time must not exceed 10 minutes.</li> <li>• Supported video file type: .mp4 and .mov</li> </ul>	<ul style="list-style-type: none"> <li>• Must be shot on smartphone, tablet, drone, “Mobile Technology” (Sponsor will allow incidental or short clips not using Mobile Technology)</li> <li>• Language: Film must be in English</li> <li>• Audio: external recording device(s) may be used if necessary.</li> <li>• Length: The film’s final running time must not exceed 10 minutes.</li> <li>• Supported video file type: .mp4 and .mov</li> <li>• You can use any software to edit your video and audio.</li> <li>• Raw Footage Proof: Finalists must submit a 30-second raw footage actually used in the final cut of the film, uncut and unedited for the full duration of 30 seconds or longer to be accepted.</li> </ul>

All films must have been completed after September 1, 2016. Films in all of the Categories with any prior distribution within the U.S. are not eligible (Sponsor reserves the right to waive this rule in its sole discretion in the case of small, non-commercial, non-publicized showings).

In addition to the requirements set forth above, each entry must comply with the following and Sponsor reserves the right in its sole discretion to disqualify all entrants who do not meet the requirements listed herein:

1. The entry must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third party person or entity.
2. 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.
3. 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 in the entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.
4. The entry must not contain any trademarks, brand names or logos of any other entity except incidental background use such as on apparel or in the background (this could include brands/logos, store names, movie theatre names, movie names).
5. Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law.
6. No background artwork should prominently 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.
7. Submissions may only include; 1) original music created and performed solely by Entrant (*i.e.*, songs must be composed, lyrics written and performed by Entrant), or 2) music that is owned by a third-party but has been licensed for use by Entrant or is in the public domain, or 3) music that Sponsor provides to Entrant for use in the submission. Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
8. Submissions must comply with these Official Rules and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Site and other advertising for the Contest.
9. 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 and Sponsor has the right to request such releases from entrant at any time

during or after the Entry Period. In the event that an Entrant does not have the appropriate rights, the submission may be disqualified in the Sponsor's sole discretion. In the event of such a disqualification, Entrant may edit and resubmit the submission, provided that the Entry Period is still open.

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

- a. Creativity and originality;
- b. Entertainment value;
- c. Characterization; and
- d. Production value (note: for the Youth Filmmaker Category, the Judges will evaluate the submitted film's Written Responses instead of this Production Value criteria)

Based on the total score the Judges assign to each submission using the Judging Criteria, three (3) winners will be announced for each of the Emerging Filmmaker and Youth Filmmaker categories and one (1) winner for each of the other categories, subject to confirmation that the potential winners have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the finalists.

6. WINNER NOTIFICATION PROCESS:

Winners for each of the categories will be notified around January 9, 2018. Within seven (7) days of being notified of their selection, the potential winners must sign an Affidavit of Eligibility and Release of Publicity/Liability ("Affidavit and Release") (unless prohibited by law). Prior to being selected and confirmed as a potential winner, potential winner will be required to submit clearances and releases for all people, locations, participants, service providers and media/content used within their film to be eligible to continue to participate in the Contest and claim a prize. Failure to respond during this time frame may result in forfeit of prize and Sponsor may elect to give the prize to the entrant with the next highest score.

7. PRIZES AND APPROXIMATE RETAIL VALUE:

Prizes for each of the categories will be as follows:

**Emerging Filmmaker prizes:**

- i) One (1) First Prize: \$10,000.
- ii) One (1) Second Prize: \$3,000.
- iii) One (1) Third Prize: \$2,000.

Total ARV: **\$15,000.**

**Youth Filmmaker prize:**

Top three (3) entrants will each receive a trip with the Fresh Films team for a weekend of filmmaking at the Tribeca Film Festival where winners will receive on-the-ground training from Fresh Films professions to help them develop as filmmakers. The three finalists will also receive a "Trip Prize" that includes round trip coach airfare from a major commercial airport for the

winner plus one parent/guardian to the New York, a three night stay at a of hotel accommodations (one double room for each winner and one parent or guardian, baggage allowance (up to \$50 per person) and ground transportation to and from the airport, and meal allowances of \$600. Sponsor will determine exact timing and hotel location of the Trip Prize. Total trip prize value \$2,825

ARV of prize is \$2,825. Total ARV of the Trip Prize is \$8,475.

**Underrepresented Filmmaker prize:**

One (1) winner will receive \$5,000

**Spanish Language Short prize:**

One (1) winner will receive a Summer 2019 Scholarship to the University of Southern California (“USC”) Film School, (the “USC Scholarship Prize”), including round trip airfare, housing, and expenses for the duration of the program as well as an introductory roundtable meeting with a CAA agent. The tentative dates for the 2019 USC Summer film program is June 24, 2019 to August 2, 2019. The winning Spanish Language Short will also be aired, at Sponsor’s discretion, on DIRECTV Latin America.

ARV of prize is \$20,000.

**Mobile Film prize:**

One (1) winner will receive \$5,000

**AR/VR/MR Film prize:**

One (1) winner will receive \$5,000

Only the stated number of prizes in these Official Rules will be awarded. All other expenses not specified herein are the responsibility of the winners. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE FINALISTS/WINNERS. If an inadequate number of qualified winning entries are received to award the prizes or some of the prizes, Sponsor reserves the right to: (a) not award any prize to any entry; or (b) award fewer than the number of prizes stated above.

For the Youth Filmmaker Category winners, Sponsor reserves the right to award the prize in the name of his/her Parent who will be responsible for fulfilling all requirements imposed on winners set forth herein.

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 prize provider’s rules and restrictions, 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 item in cash or award an alternate 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. The winners may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited.

**Special considerations for any travel related Prize:**

The winner of any travel Prize and their guest must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the winner to provide proper documentation (including government issued picture identification). All aspects of a travel prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select room accommodation in its sole and absolute discretion. The finalists will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. If in the judgment of Sponsor air travel is not required due to winner's proximity to a prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the winners. Winners of the USC Scholarship Prize will also be provided with a \$45 per/day stipend for food and drink during the duration of the film program ("Stipend"). The stipend may be subject to additional terms and conditions, which will be provided to Winner before the program commences. The USC Scholarship Prize is subject to seat and room availability, as well as Sponsor's and prize providers' terms and conditions generally applicable thereto.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, USC, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel and room information to be provided at the time of prize notification. Finalists are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Finalists may be required to provide a credit card at the time of hotel check-in, if applicable. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any prize package, and are solely the winner's responsibility, including, but not limited to: hotel taxes, travel insurance, room service, bag check fees, parking fees, laundry service, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the finalists.

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, 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. Sponsor, and each of its 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 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 acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's winning submission be assigned to Sponsor or otherwise that Sponsor may choose to obtain (in its discretion) a 12-month exclusive option to use and air the submission and after such 12-month period expires AT&T has the right of first refusal to extend the license for an additional 12-month period for a one (1)-time payment of \$17,500.

Entrants will be required to confirm such rights grant by completing and submitting an Affidavit and Release (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prizes. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. All submissions that are posted on the Website or elsewhere are available to be viewed by anyone with access to the Internet.

9. **CONDITIONS OF PARTICIPATION:** 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. 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. Return of any prize/prize notification may result in disqualification and selection of an alternate finalist, finalist or winner, as applicable and if time permits. Potential finalists and 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. Sponsor may document and film the Final Round and Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant, that if his/her/their submission is chosen as a winner, consents to such activities and grants Sponsor and its agencies 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, 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. To the extent permitted by law, Entrants agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest (including, without limitation, participation in the Final Round and any related travel/lodging) and/or use or acceptance of any prize won. 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. 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 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. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, AND ADMINISTRATOR IF APPLICABLE, RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE GEORGIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF GEORGIA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

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. 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. DISPUTE RESOLUTION

11.1 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 Contest Period.

For purposes of this Section 11 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.

11.2 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>.

11.3 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.

11.4 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.

11.5 The right to attorneys' fees and expenses discussed in paragraph 11.4 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.

11.6 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.

11.7 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.

12. **WARRANTY AND INDEMNITY:** Entrants certify that their entry is original and that they have the right to submit the entry in the Contest. To the maximum extent permitted by law, each Entrant agrees to release, discharge and hold harmless Sponsor, and each of its respective directors, officers, employees, agents, successors and assigns, and Dreaming Tree Foundation (“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. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against 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 maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

13. **SIMILAR MATERIALS:** Entrants acknowledge that Sponsor 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, 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 of any such similar or identical material. Without limitation of the foregoing, Sponsor may use, without any payment or other obligation whatsoever to any Entrant, 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 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 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 any third party. Entrants agree that Sponsor's 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 to any compensation or other right or remedy. As an inducement to Sponsor to accept each submission for entry into the contest, Entrants hereby waive any claim or right of action against Sponsor 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. **INTERNET:** 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 or traffic congestion on the Internet or at any web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the registration process of the Content 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 Entrant 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. **WINNERS' LIST:** For winners' names, visit <https://shape.att.com> on or about January 9, 2019, which shall be available for a period of up to thirty (30) days.

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

18. **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.

19. **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 or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

20. **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.

21. **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. AT&T 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>. By participating in the Contest, entrants hereby agree that AT&T may collect and use their personal information and acknowledge that they have read and accepted the AT&T Privacy Policy.

22. **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.