

Official Rules

"UPCYCLE WITH JORDAN SPIETH" Sweepstakes SPONSORED BY AT&T MOBILITY LLC

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.**
- 2. Entry Period:** The "UPCYCLE WITH JORDAN SPIETH" ("Sweepstakes") commences at 8:00am EDT on May 8, 2019 and ends 3:00pm EDT on May 12, 2019 ("Sweepstakes Period"). All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final and binding in all respects.
- 3. Eligibility:** Open only to U.S. citizens and U.S. resident aliens who are physically located in and legal residents of one of the 50 United States (including District of Columbia) who are the age of majority in their state of residence at the time of entry: 18 years in most states, 19 in Nebraska and Alabama and 21 in Mississippi. Participation and prize award is subject to any applicable corporation policies or restrictions concerning programs such as this. AT&T Mobility, LLC, 208 S. Akard St., Dallas, TX 75202 ("Sponsor"), and their/its respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of Sweepstakes, and each of their respective agents, employees, officers, directors, successors and assigns are hereinafter referred to as the "Sweepstakes Entities". By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless Sweepstakes Entities from and against any and all claims, injury or damages arising out of or relating to participation in Sweepstakes or in any Sweepstakes-related activities (including travel to any of the participating retail locations) and/or the use, misuse or redemption of the Prizes (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action. Void outside of the eligible area specified above and where prohibited.
- 4. To Enter:** Complete the mandatory actions on the Instagram sweepstakes entry page, available at www.instagram.com/attimpact.

To enter the contest, you must:

- Be a follower of @ATTimpact on Instagram
- Like the post about the contest, to be posted May 10
- Comment on the post with "#ATTImpact"

There is a limit of up to [1] entry per person throughout the entire Sweepstakes Period. There is a limit of one (1) Prize (hereinafter defined) per person. Multiple entries received from any person or e-mail address in excess of the limitation stated above will be void. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entries will not be acknowledged. Proof of entry submission will not be deemed to be proof of receipt of entry by Sponsor.

The odds of winning the Sweepstakes depend on the total number of Eligible Entries received during the Sweepstakes Period.

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 Sweepstakes, 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.

5. Prizes: The Winner (hereinafter defined) will receive: (i) 1 of 3 upcycled items autographed by Jordan Spieth, with an approximate retail value (“ARV”) of \$18, collectively (the “Prize” or “Prizes”). Items to be given away may include golf club cover, zipper pouch, and/or backpack. The total ARV of all of the Prizes is \$40. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

By participating in Sweepstakes, each Winner grants to Sponsor and each of its designees the right to use, edit, adapt, post, stream, copy and exploit Winner’s name, image, likeness, social media handle, voice, conversation, performance and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

6. Winner Selection and Notification: There will be three (3) Winners selected in a random drawing from among all of the Eligible Entries on or about May 12, 2019.

Sponsor will contact the potential Winners via Instagram private message. If a potential Winner cannot be reached directly through via the information provided within 24 hours of first notification attempt, the potential Winner will be disqualified and an alternate potential Winner will be selected in a random drawing from among all of the remaining Eligible Entries, time permitting and at Sponsor’s sole discretion.

7. Winner Verification: The potential Winners may be required to prove eligibility, including, without limitation, proof of age, residence, employee status and identity, within 24 hours of being notified of being a potential Winner. Potential Winner may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within time period specified by Sponsor. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor is unable to contact potential Winner or potential Winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor’s discretion, an alternate Winner may be selected. When such documentation is properly executed and returned within the specified time period, and potential Winners are otherwise in compliance with the Official Rules, potential Winners will each be determined to be a winner (“Winner” and collectively “Winners”).

In the event of non-compliance by a potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner may be chosen in a random drawing from among all of the remaining Eligible Entries received. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in event that any potential Winner fails to comply with these Official Rules.

8. Prize Terms: The dates for fulfillment of the Prizes will be on or about May 30, 2019, but subject to change in Sponsor’s sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prizes are solely Winner’s responsibility. Prizes are provided “as is”. Entrants acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes and any implied warranty of merchantability of fitness for a particular purpose. Arrangements for the fulfillment of the Prizes will be made by Sponsor.

All federal, state and local taxes and any other costs and expenses associated with acceptance and/or use of the Prizes not specifically provided for in these Official Rules are solely the Winner’s responsibility. By participating in Sweepstakes, Winners acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners will be responsible for obtaining and paying for any form of insurance relating to the Prizes that Winners deem appropriate.

9. General Terms: Sweepstakes Entities are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on company website if time permits and the Prizes will be awarded to potential Winners to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event outside of the reasonable control of Sponsor. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes.

Entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all claims, damages and liability of any kind arising, in whole or part, directly or indirectly, out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, or entries that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error which may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES, AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Request for Names of Winners and Official Rules: All requests for a copy of the Official Rules and for the names of the Winners must be made by May 13, 2019. Vermont residents may omit return postage if requesting a set of Official Rules. For the names of the Winners and/or Official Rules, email AT&T via: foundation@att.com.

11. Sponsored by: This Sweepstakes is sponsored by AT&T Mobility, LLC, 208 S. Akard St., Dallas, TX 75202.