#### Official Rules

# "MEGA MEZCLA - New York" SPONSORED BY AT&T MOBILITY, LLC

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

- **1.No Purchase Necessary To Enter Or Win A Prize.** A Purchase Will Not Increase Your Chances Of Winning. Void outside of the state of New York. **THE PRIZE IS TICKETS TO CONCERT ONLY. WINNER IS RESPONSIBLE FOR TRANSPORTATION AND ANY ACCOMMODATIONS.**
- **2.Entry Period:** The "Mega Mezcla New York Sweepstakes "SPONSORED BY AT&T Sweepstakes ("Sweepstakes") commences at 12:01 AM EST on April 6, 2018 and ends at 11:59 PM EST on April 18, 2018 (Sweepstakes Period"). All entries must be received by 11:59 PM EST on April 18, 2018. All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.
- **3. Eligibility:** The Sweepstakes is open to persons legally and physically residing within 150 miles of New York City who are at least 18 years of age at time of entry. Employees, agents, directors of AT&T Mobility LLC ("AT&T" or "Sponsor"), 360 Agency and The Concept Studio ("Administrator"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, retailers, 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 ("Sweepstakes Entities"), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, stepparents, steppchildren and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes. 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 and/or the use, misuse or redemption of the Prize (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.

# 4. Entry:

- A. Enter at an AT&T Store: Visit the following participating AT&T company owned retail stores (a "Store"): Tanger at the Arches, Islandia, Hempstead, Queens Center Mall, Jackson Heights, Junction Boulevard, 3067 Steinway Street, Ditmars & 31<sup>st</sup> Street, Forest Hills, Graham Avenue, Washington Heights, Delancey Street, 209 West 34<sup>th</sup> Street, 2540 Broadway, 3545 Broadway, Cross County Shopping Center, Bronx Gateway Center, Newburgh Town Center, Bruckner Plaza, Westchester Avenue, 16 East Fordham Road, 1014 Southern Boulevard, Palisades Center Mall, Parkchester, White Plains, 381 E Fordham Road, 3<sup>rd</sup> Avenue, Bay Plaza, Rockaway Townsquare mall, Edgewater square, Paterson Center Mall, Hudson Mall, Clifton, Newport Centre Mall, Newark Market Street, Jersey Gardens Mall, North Brunswick, Watchung, Linden, Woodbridge store during the Sweepstakes Period **and buy** an AT&T unlimited data plan, get live TV for a year on us! Complete all required fields on the Sweepstakes entry form available at the Store and submit your completed entry at the Store as required to receive one (1) entry into the Sweepstakes. Only fully completed entry forms are eligible.
- B. Enter in Store Without Purchase: Visit a participating AT&T company owned retail store (a "<u>Store</u>"), during the Sweepstakes Period. Sign up by requesting a Sweepstakes entry form, complete all required fields on the Sweepstakes entry form available at the Store and submit your completed entry form at the Store as required to receive one (1) entry into the Sweepstakes. Only fully completed entry forms are eligible.

All information submitted by entrants is subject to and will be treated in a manner consistent with AT&T's Privacy Policy accessible at <a href="https://www.att.com/privacy">www.att.com/privacy</a>. By participating in the 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.

There is a limit of one (1) entry per person. If it is suspected that an entrant submits more than one (1) entry, only one (1) entry will be considered.

All entries submitted in compliance with these Official Rules and not disqualified are considered "<u>Eligible Entries</u>". 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.

- **5.Odds:** The odds of becoming a Sweepstakes Winner depend on the total number of Eligible Entries received during the Sweepstakes Period.
- **6.Prize:** One (1) Grand Prize Winner (hereinafter defined) will receive receive two (2) premium tickets to Mega Mezcla on April 20, 2018 at the Prudential Center in Newark, New Jersey. (Approximate retail value: [\$200] Prize is for tickets only. Winner is responsible for any transportation and accommodations.

Winner is responsible for all costs and expenses associated with Prize acceptance and use that are not specified herein as being awarded. Prize date is subject to change. If Winner is not available or able to accept the Prize or attend the event on the date specified, Winner privileges will be terminated, and an alternative Winner may be selected, time permitting, in a random manner from among the remaining applicable Eligible Entries.

- **7.Publicity Release:** By participating in the Sweepstakes, Winner grants the right to Sponsor to record, film, videotape and photograph the Winner ("Images"), except where prohibited by law. These Images will be owned by Sponsor. Winner further grants to Sponsor and each of its designees the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information 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, publicity, promotion, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.
- **8. Winner Selection and Notification:** There will be one (1) Grand Prize Winner and (2) Alternate Winners selected in a random drawing from among all of the Eligible Entries by Administrator. Administrator will attempt to contact the potential Winner via the email address provided on the entry form at time of entry. If a potential Winner cannot be reached directly after reasonable efforts and/or does not meet the eligibility requirements, the potential Winner will be disqualified and the next alternate potential Winner may be selected, time permitting, in a random drawing from among all of the remaining applicable Eligible Entries.

Except where prohibited, potential winner and his/her guest may be required to provide copy of federal identification and other legal documents as may be required by Sponsor, in its sole discretion, which must be received by Administrator, within one (1) day of the date notice is sent or sooner, in order to claim his/her prize. Winner's guest must either be a child of winner or at least 18 years of age.

- **9. Winner Verification:** Potential Winner may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification when being notified of being a potential Winner. Provided potential Winner is in compliance with the Official Rules, and when required has successfully proven eligibility, potential Winner will be determined to be a ("Winner"). 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, time permitting, in a random drawing from among all of the remaining applicable Eligible Entries received. Sponsor expressly reserves the right to delay the announcement of the Winner 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.
- **10. Prize Terms:** No substitution, transfer, or assignment 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 Prize, or if event is cancelled, delayed, postponed or re-scheduled. All costs and expenses not specifically listed above as part of the Prize, including any transportation and accommodations, are solely Winner's responsibility. Prizes pictured in online, television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the Prize will be made by Administrator and/or Sponsor.
- **11. Taxes:** All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.
- 12. General Terms: Sweepstakes Entities are not responsible if Sweepstakes or prize event cannot take place as scheduled, 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 or time of the Sweepstakes the Prizes will be awarded to potential Winners to be selected in random drawings from among all of the remaining uncorrupted applicable 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By participating in the Sweepstakes, all entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity.

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, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error which may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. 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 Winner, in the announcement of the Prize and Winner, and the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or participants 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 or mobile phone or other portable electronic device 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; (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 IN ATLANTA, GA (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 OFGEORGIA.

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.

- **13.Request for Name of Winner and Official Rules:** All requests for a copy of the Official Rules and for the names of the Winner must be made by May 1, 2018. For the names of the Winner and/or Official Rules: (i) send a self-addressed stamped envelope to: The Concept Studio, Attention: "MEGA MEZCLA NEW YORK SWEEPSTAKES, The Concept Studio PO Box 693 606 Post Road East, Westport, CT 06880; and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left hand corner of the envelope.
- 14. Sponsored by: This Sweepstakes is sponsored by AT&T Mobility LLC., 1025 Lenox Park Blvd., NE, Atlanta, Georgia 30319.
- **15. Administered by:** This Sweepstakes is administered by The Concept Studio PO Box 693 606 Post Road East, Westport, CT 06880

## Short Rules for Advertising:

NO PURCHASE NECESSARY TO ENTER OR WIN. Sweepstakes starts 4/6/18 at 12:01 ET and ends 4/18/18 at 11:59 pm ET and is open to legal residents of the state of New York, 18 or older. Official Rules and entry available at participating AT&T stores. Sponsor: AT&T Mobility LLC, 1025 Lenox Park Blvd., NE, Atlanta, Georgia 30319. Void where prohibited. All marks used herein are the property of their respective owners. (c)2018 AT&T Intellectual Property.

# Abbreviated Legal "MEGA MEZCLA NEW YORK"

### ABBREVIATED RULES SOCIAL MEDIA/DIGITAL:

No purchase necessary. Must be resident physically residing within 150 miles of New York City. 18 or older. Free entry at the following participating stores: Tanger at the Arches, Islandia, Hempstead, Queens Center Mall, Jackson Heights, Junction Boulevard, 3067 Steinway Street, Ditmars & 31<sup>st</sup> Street, Forest Hills, Graham Avenue, Washington Heights, Delancey Street, 209 West 34<sup>th</sup> Street, 2540 Broadway, 3545 Broadway, Cross County Shopping Center, Bronx Gateway Center, Newburgh Town Center, Bruckner Plaza, Westchester Avenue, 16 East Fordham Road, 1014 Southern Boulevard, Palisades Center Mall, Parkchester, White Plains, 381 E Fordham Road, 3<sup>rd</sup> Avenue, Bay Plaza Rockaway Townsquare mall, Edgewater square, Paterson Center Mall, Hudson Mall, Clifton, Newport Centre Mall, Newark Market Street, Jersey Gardens Mall, North Brunswick, Watchung, Linden, Woodbridge. Ends 11:59 EST on April 18, 2018. Void Where Prohibited. Subject to Official Rules: [Link]

### ABBREVIATED RULES PRINT:

No purchase necessary. Must be resident physically residing within 150 miles of New York City,18 or older. Free entry at the following participating stores: Tanger at the Arches, Islandia, Hempstead, Queens Center Mall, Jackson Heights, Junction Boulevard, 3067 Steinway Street, Ditmars & 31<sup>st</sup> Street, Forest Hills, Graham Avenue, Washington Heights, Delancey Street, 209 West 34<sup>th</sup> Street, 2540 Broadway, 3545 Broadway, Cross County Shopping Center, Bronx Gateway Center, Newburgh Town Center, Bruckner Plaza, Westchester Avenue, 16 East Fordham Road, 1014 Southern Boulevard, Palisades Center Mall, Parkchester, White Plains, 381 E Fordham Road, 3<sup>rd</sup> Avenue, Bay Plaza, Rockaway Townsquare mall, Edgewater square, Paterson Center Mall, Hudson Mall, Clifton, Newport Centre Mall, Newark Market Street, Jersey Gardens Mall, North Brunswick, Watchung, Linden, Woodbridge Limit one (1) entry per person. Void where prohibited. Ends 11:59 PM EST on April 18, 2018. Subject to full rules available at participating AT&T stores. Sponsor: AT&T Mobility LLC, 1025 Lenox Park Blvd., Atlanta, GA 30319.