Official Rules AT&T Rising Future Makers Showcase

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 OR RESTRICTED BY LAW. PLEASE READ THESE RULES CAREFULLY. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

- 1. CONTEST DESCRIPTION: The AT&T Rising Future Makers Showcase (the "Contest") begins on September 1, 2023 at 12:00:01 am Eastern Time ("ET") and ends on November 6, 2023 at 11:59:59 pm ET ("Contest Period"). The Contest provides eligible individuals with the opportunity to complete an entry form and submit either a :30 to :60 second video or a 150-500 words essay explaining how they (or their nominee, as described below) are making history as a student of a Historically Black College and University ("HBCU") and why they should be inducted as a Rising Future Maker (the video or essay, collectively with the entry form, the "Submission"). For the purpose of this Contest, the individual who completes the Submission shall be referred to as the "Nominator". The Nominator can nominate themselves or (after informing and with permission) nominate another individual personally known to them such as a friend, sibling, or classmate (the "Nominee") for consideration as described herein. The Sponsor of this Contest is AT&T Mobility, LLC. 1025 Lenox Park Blvd NE, Atlanta, GA, 30319 ("Sponsor"). The Administrator of this Contest is Wasserman 10900 Wilshire Blvd., #1200, Los Angeles, CA 90024 ("Administrator").
- 2. ELIGIBILITY: Both Nominators and Nominees must (at time of Submission as defined below) be legal United States residents physically residing within the fifty (50) United States and the District of Columbia and be at least eighteen (18) years of age AND the age of majority in their state of primary residence but be no more than twenty-five (25) years of age. Nominee must be a current enrolled student at an HBCU and in good standing. Sponsor may request Nominee's student email to confirm college enrollment. Employees of the Sponsor, Administrator, West Coast Marketing, a division of the Susquehanna Hat Co., Sponsor's advertising agencies, fulfillment agencies and service providers directly associated with management and execution of the Contest (collectively referred to as the "Contest Entities"), together with the immediate family members and/or those living in the same household of such Contest Entities (collectively, "Household Members"), cannot serve as a Nominator or Nominee. For purposes of the Contest, "Household Members" shall mean those people who share the same residence at least three months a year; "Immediate Family Members" shall mean parents, stepparents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Contest is void where restricted or prohibited by law.
- **3. HOW TO ENTER:** Nominators must visit https://www.<u>att.com/rfmshowcase</u> (the "**Website**") during the Contest Period and follow the on-screen instructions to complete the entry form and either upload their essay or video. Limit one (1) Submission per Nominator.

The Submission Video or Essay MUST:

- Be in English.
- If a video, be limited to :30 to :60 secs in duration and if essay, be between 150 and 500 words AND otherwise comply with the technical specifications of the Website.
- Be wholly original to Nominator; Nominator must be the rightful owner and have the rights, title, and interest necessary to utilize the Submission for the Contest in compliance with these Official Rules.
- Honestly and accurately represent the Nominator's and/or Nominee's Rising Future Makers achievements.

The Submission Video or Essay must NOT:

- Involve or include individuals who are under contractual obligations (including but not limited to guild and/or union memberships) that would conflict with the Contest obligations as they are described herein and that may prohibit them from participating fully in this Contest, or from allowing Sponsor to use the Submission or any content that may be created as a result of participation in the Contest royalty-free, worldwide in all media in perpetuity.
- Show, detail or promote unlawful activities or any activities that may appear unsafe or dangerous.

- Contain any visual or printed content that is lewd, obscene, sexually explicit, disparaging, defamatory, libelous, violent, or derogatory of any ethnic, racial, gender, religious, sexual orientation, professional or age group or that otherwise includes inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- Contain any derogatory references to any Contest Entities or third parties.

Sponsor reserves the right to disqualify any Nominator that it deems, in its sole discretion, to be in violation of the Official Rules or that is not in keeping with Sponsor's image or who communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. False or deceptive acts or Submissions, or Submissions generated by script, macro or other automated means will be void, will render a participant ineligible, and also may result in participant no longer being allowed to enter Sponsor's sweepstakes, contests or other promotions in the future, at Sponsor's sole discretion. All Submissions become the property of Sponsor and will not be acknowledged or returned. Nominators must provide all the required information requested. Incomplete, unreadable or unintelligible Submissions will be disqualified. Participation in the Contest constitutes Nominator's and/or Nominee's understanding of full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Nominator and/or Nominee that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. Further, by entering the Contest, the Sponsor has the right to use the Submission or a portion of the Submission for any other promotional purposes as related to the Contest. Sponsor reserves the right to edit (or request the Nominator or Nominee to edit) Submissions by suppressing music, removing logos, or reshooting the video (if applicable) to remove any infringing intellectual property and clear such Submission for public display.

IMPORTANT – GRANT OF RIGHTS: The cleared winning Submissions may appear on the Sponsor's website. If Nominator does not want their Submission to be used in the manner set forth herein, they should not enter the Contest. By entering the Contest, Nominators grant Sponsor the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, create derivative works of, and/or otherwise exploit the cleared winning Submissions and to incorporate the cleared winning Submissions (or any portion thereof) in other works in any and all markets and media worldwide, now known or hereafter developed, in perpetuity. Nominators warrant that they have the sole and exclusive right to grant such rights to Sponsor and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Submission will not infringe on any rights of third parties. If the Submission includes an identifiable person other than the Nominator or Nominee, the Nominator represents and warrants that they have obtained the consent of such person to the use of that person's name, photo, and/or likeness in the Submission as outlined herein and such person may be required to provide written consent for use of the Submission to the Contest Entities. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation or compensation.

- **4. CONTEST JUDGING:** Throughout and immediately following the Contest Period, eligible Submissions will be reviewed and evaluated by representatives of the Contest Entities. Eligible Submissions will be judged in accordance with the following weighted criteria ("**Judging Criteria**"):
 - Involvement in HBCU Community: 50 points
 - Achieved Merit: 25 points
 - Character and personality of the Nominee as displayed in the Submission: 25 points

A Submission receiving a total score (in the opinion of the judges) of less than 65 points will not be eligible to win a prize. The twenty-five (25) Submissions with the highest twenty-five (25) total scores among all Judging Criteria will be deemed the potential winning Submissions, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie score, whereby such tie would require more than 25 Submissions to be declared potential winners, the tied Submissions will be re-evaluated by the Judges in accordance with the aforementioned criteria, and the Submission with the highest overall rating after reevaluation will be deemed the potential winning Submission. Note: the twenty-five (25) Submissions with the next highest total scores (#26th thru 50th) among all Judging Criteria will receive recognition with their name posted on the Website. Judges'

decisions are final and binding. Final judging scores will not be revealed or publicly announced. Sponsor reserves the right to adjust or extend the Contest Period and to select fewer than the stated number of winning Submissions if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

5. WINNING SUBMISSION NOTIFICATION: On or about November 10, 2023, the Nominator (and Nominee, if different) associated with each potential winning Submission (as determined by the judging results) will be contacted via the email address provided on the entry form. If the Nominator is not the Nominee, such Nominator must provide the email address and phone number of the Nominee for notification purposes. The Nominee will be required to respond (as directed by the Administrator) to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification. The Nominee will be required to complete, execute and return any documentation which may be required by Sponsor, including, but not limited to, an Affidavit or Declaration of Eligibility and Liability Release and unless prohibited by law, a publicity release as well as an IRS #W9 form (the "**Contest Documents**"). If any potential winning Nominee fails to execute and return the aforementioned required documents or provide any other requested information within the required time period, the Nominee may forfeit the opportunity and prize and an alternate potential winning Submission will be determined based on the judging results. The Contest Entities will attempt to contact up to three (3) Nominees in accordance with the above procedure, after which the applicable prize in question may go unawarded if it remains unclaimed. **The opportunities and prizes will solely be awarded to the Nominees featured in the winning Submissions.**

The potential winning Nominee will be required to provide his or her Social Security number via an IRS #W9 form and consent to a background check. Such background check may include (but is not limited to) investigation of criminal, arrest or conviction records, a history of restraining orders or stalking, and any other factor deemed relevant by the Sponsor to help ensure that any winning Nominee will not bring Sponsor into public disrepute, risk, contempt, scandal, or ridicule or reflect unfavorably on the Sponsor. If requested, the potential winning Nominee agrees to execute forms authorizing the release of personal and background information. Pending the results of the background check, the Contest Entities, in their sole discretion, reserve the right to confirm a potential winning Nominee as a winning Nominee (a "Winner") or to disqualify the Nominee and select an alternate based on the judging results, in their sole discretion. In addition to the background check, each Winner's social security number will be used for tax reporting purposes. An IRS Form-1099 will be issued to each Winner in January 2024 for the actual value of the prize received.

- **6. GRAND PRIZES (25 Available):** Each Winner will be honored as a member of the Class of 2023 Rising Future Makers, and receive the following:
 - A. \$5,000.00 cash prize (awarded in the form of a check);
 - B. 5G Tablet Device selected by Sponsor, Approximate Retail Value ("ARV"): \$999.00;
 - C. Branded tablet case, ARV: \$50.00;
 - D. DataConnect 50GB at \$65/month for 12 months ARV: \$780.00; Note: at the end of the 12 month period Winner will have the option to continue service at his/her own expense; or close the account (if Winner cannot be contacted, the account will be closed);
 - E. Custom Rising Future Makers Award/Trophy, ARV: \$150.00;
 - F. Advocacy/mentorship opportunity from select AT&T employees and industry experts selected by Sponsor; and
 - G. Sponsor will provide an additional cash prize of \$600 which is intended to provide partial assistance to winner for additional costs, taxes, or other expenses winner might incur in connection with the prize.

ARV of each Grand Prize: \$7,579.00.

Advocacy/Mentorship portion of the prize has no associated retail value and may occur virtually, in-person or through a combination of both. For the virtual event, if applicable, internet connection and video call hardware are the sole responsibility of Winners. Grand Prizes will be fulfilled by dates and times mutually agreed upon by the Winner and Sponsor. Mentor is subject to change at Sponsor's sole discretion. During any virtual or in-person event, a Winner shall not commit any act that might shock, insult or offend the mentor or otherwise constitute inappropriate behavior. If a Winner engages in behavior that is obnoxious, threatening, illegal, profane or that is otherwise offensive or inappropriate, Sponsor and/or mentor reserve the right to terminate that Winner's participation in the current and any future virtual or in-person event with no other

further obligation.

ALL FEDERAL, STATE AND LOCAL TAXES AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH ACCEPTANCE AND/OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. No substitutions or transfers of a prize, except at Sponsor's discretion. Non-cash prizes cannot be redeemed for cash. Prizes are provided "as is" with no warranty or guarantee, either express or implied. All specific details of any prize or part awarded are at the Sponsor's sole discretion. Limit one (1) prize per Nominee.

7. GENERAL CONDITIONS/INDEMNIFICATION: By participating in this Contest and/or by accepting any prize, Nominators and winning Nominees agree that Sponsor, Administrator and their respective parents, subsidiaries and affiliated companies, units and divisions; and their advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "Released Entities") shall not be liable for any and all actions, claims, including any third-party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Contest, including entry and participation in this Contest, or the acceptance, possession, use or misuse of any prize. By participating in the Contest and/or accepting any prize that you may be awarded, Nominators and winning Nominees agree to fully indemnify the Released Entities from any and all such claims by third parties without limitation. Nominators and Nominees authorize the Sponsor and its agents to use their name, voice, performance, image, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation or compensation. The Released Entities shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible communications or Submissions, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Submissions or other materials; (iv) any injuries, losses or damages of any kind caused by your participation in this Contest or resulting from acceptance, possession, use or misuse of a prize; or (v) any printing, typographical, administrative, technological, human or other errors or problems, including any error or problems which may occur in the administration of the Contest, the processing or judging of Submissions, or in any materials associated with the Contest. Released Entities disclaim any liability for damage to any phone or other electronic device resulting from participating in or accessing or downloading information in connection with this Contest. Should a virus, bug, computer or phone problem, unauthorized intervention, or any other causes beyond Sponsor's control, corrupt the administration, security, or proper play of the Contest. Sponsor reserves the right in its sole discretion to modify, cancel, suspend, or terminate the Contest in its entirety or any affected portion thereof. In the event the Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, cancel or terminate the Contest in its entirety or any affected portion thereof. If the Contest or a particular portion thereof is canceled or terminated before the Contest Period end date for any reason, Sponsor may (if possible) determine the Winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination using the Winner determination process set forth above or as otherwise deemed fair and appropriate by Sponsor. Inclusion in such process shall be each Nominator's/Nominee's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION

FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- **8. PRIVACY**: All information submitted by Nominators and Nominees is subject to and will be treated in a manner consistent with the AT&T Privacy Policy accessible at http://www.att.com/privacy. By participating in this Contest, Nominators/Nominees hereby agree to the AT&T collection and usage of their personal information and acknowledge that they have read and accepted the AT&T Privacy Policy.
- **9. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, Nominators/Nominees agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Nominator; (2) the AAA shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Nominators/Nominees be permitted to obtain awards for, and Nominators/Nominees hereby waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Nominator's/Nominee's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Contest), and Nominator/Nominee further waives all rights to have damages multiplied or otherwise increased.
- **10. GOVERNING LAW:** All applicable federal, state and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominator/Nominee and Released Entities in connection with the Contest, shall be governed by, and construed in accordance with Georgia law without giving effect to any choice of law or conflict of laws.
- 11. SPONSOR: This Contest is sponsored by AT&T Mobility, LLC. 1025 Lenox Park Blvd NE, Atlanta, GA, 30319.
- **12. ADMINISTRATOR:** This Contest is administered by Wasserman 10900 Wilshire Blvd., #1200, Los Angeles, CA 90024.
- **13. FOR WINNERS LIST and OFFICIAL RULES**: All requests for a copy of the Official Rules and/or for the names of the Winners (first name and state) must be made by December 31, 2023. For the names of the Winners and/or Official Rule(s) send a self-addressed stamped return envelope to: AT&T Rising Future Makers Showcase, 22287 Mulholland Hwy., #396, Calabasas, CA 91302. Please specify which you are requesting. Official Rules are also available at the Website during the Contest Period.

ABBREVIATED RULES

Abbreviated Legal

Promo Microsite:

NO PURCHASE NECESSARY. Begins 9/01/23 at 12:01 am ET and ends 11/6/23 at 11:59 pm ET. Nominators must be legal residents of the 50 U.S. or DC 18+ and age of majority. Nominee must be a legal resident of the 50 U.S. or DC at least 18 and age of majority but not over 25 and be a currently enrolled student at a a recognized Historically Black College and University. For Nomination requirements, restrictions and full Official Rules, visit att.com/rfmshowcase/rules. Void where prohibited. Sponsor: AT&T Mobility, LLC.

Social and Radio:

No purchase necessary. Open to residents of 50 US & DC, between 18 & 25 and age of majority and currently enrolled student at an HBCU. Ends11/6/23. Void where prohibited. Subject to official rules at att.com/rfmshowcase/rules. [SOCIAL HAS LIVE LINK]

Banner Ads:

No Purchase Necessary. Open to residents of 50 US & DC, between 18 & 25 and age of majority and currently enrolled student at an HBCU. Ends11/6/23. Void where prohibited. Subject to official rules at <a href="https://doi.org/10.25/20.10/20.25/20.