

T-Mobile's Hometown Techover Contest
Official Rules

No Purchase Or Payment Necessary To Enter To Win. A Purchase Or Payment Will Not Enhance Your Chances Of Winning.

1. Timing: T-Mobile's Hometown Techover Contest (the "**Contest**") begins at 6:00 a.m. Pacific Time ("**PT**") on April 8, 2021 and ends at 9:00 p.m. PT on May 7, 2021 (the "**Promotion Period**"). Sponsor's clock will be the official timekeeping device for the Contest.

2. Eligibility: The sponsor of this Contest is T-Mobile USA, Inc. ("**Sponsor**") 12920 SE 38th Street, Bellevue, WA 98006. Contest is open to legal residents of all 50 United States and the District of Columbia (the "**Territory**") who are 18 years of age or older as of date of entry ("**Eligible Participant**") to nominate a potential winning town located in the 48 continental United States with a population of 50,000 residents or less. Void outside the Territory and where prohibited. Employees, officers, or directors of Sponsor, Smart Growth America ("**SGA**"), or any of their respective affiliates and subsidiaries, as well as the immediate family members (defined as parents, spouse, children, siblings and grandparents) and those living in the same household of each such employee, officer, and director are not eligible to enter. By participating, each entrant agrees to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. These Official Rules and the decisions of Sponsor are final and binding in all respects.

3. Entry:

(a) During the Contest Period, to enter, go to T-MobileHometownTechover.Com and complete the required questionnaire with: i) your required contact information, ii) your explanation of why your nominated town deserves to win the Prize, and iii) a photo or video (eligible video formats: MP4, MOV, MPEG4, AVI, WMV, MPEG PS, FLV, 3GPP, WebM, WebP, or M4V; eligible photo formats: .jpg, .jpeg, .gif, .tif or .png) of the nominated town with a file size no more than 150 MB (each complete submission, an "**Entry**"). All Entries must be received by the end of the Promotion Period to be considered. Multiple entrants may nominate the same town. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Limit one entry per person. Entries submitted from any person in excess of the stated limitation will be void. Entries submitted through any means other than the designated method outlined above, including but not limited to through the use of automated devices, will not be accepted. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries.

(b) Entry (i) must be truthful and entrant's own experience, (ii) may not be offensive or inappropriate, as determined by the Sponsor in its sole discretion; and (iii) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third-party rights. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's image, or that is otherwise not in compliance with these Official Rules.

(c) By entering the Contest, entrants warrant they have read and understand these Official Rules and agree to be bound by them and to release, discharge and hold harmless Sponsor, SGA, and each of their respective parent, affiliate, and subsidiary entities, retailers, agencies, and all of their respective officers, directors, members, managers, employees, representatives, and agents (collectively, "**Released Parties**"), from any and all liability, claims, judgments, losses,

injuries, demands, damages, actions and/or causes of actions, whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse, or possession of the prize (or any portion thereof).

(d) By submitting an Entry, each entrant agrees Sponsor has a license to use all of the materials contained in the Entry submitted (including all rights embodied therein) and that Sponsor and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any people or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party. All entries are the property of Sponsor and will not be returned.

(e) Additional Terms: Sponsor may prohibit an entrant from participating in the Contest if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten, or harass any other entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files or any file that contains malicious code.

4. Judging: All eligible Entries received by Sponsor will be judged by a panel of qualified judges based equally on the following criteria: 30% special nature of nominated town, 30% feasibility of network upgrade, and 40% the participation of town leadership. At each stage of judging, if any nominated town is a current client of SGA, SGA will provide its opinion to the panel but will not enter a score for such town. Following an initial review of all nominated towns by the panel, a subset of nominated towns ("**Finalists**") will be contacted by Sponsor and asked for additional information regarding the subjects of the judging criteria. The Finalist with the highest average score will be deemed the winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the winner based on the criteria listed herein. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Acceptance of the prize constitutes Prize Winner's permission for Sponsor and its designees to use Prize Winner's name, trademarks, and other identifying information for advertising and/or publicity purposes worldwide and in all forms of media, now known or hereafter developed, in perpetuity, without further compensation, except where prohibited by law.

5. Winner Notification: Prize award is subject to verification of eligibility and compliance with these Official Rules, and acceptance of reasonably necessary contractual terms for the execution of the Prize. Judges' and Sponsor's decisions are final and binding on all matters relating to this Contest. Potential winner will be notified by July 31, 2021 and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release and any other documents required by Sponsor. Failure to execute requested documentation within the specified time period, the inability of Sponsor to contact the potential winner within a reasonable time period, or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to a runner-up.

6. Prize; Approximate Retail Value ("ARV"): Prize consists of each of the following for the winning town: a) an enhancement to the local cellular network in a manner and to an extent determined feasible by Sponsor in Sponsor's sole discretion ("**Network Enhancement**"), b) a technical and strategic consultation with SGA to identify a potential catalytic project ("**Consultation**"), c) a \$200,000 grant to be used towards a project resulting from the Consultation as approved by Sponsor in its reasonable discretion, d) a technical upgrade for a public space

(e.g. library or town square) to include wifi equipment, installation, and one year of service fees (details to be chosen by Sponsor), e) provision of Project 10 Million support and Connecting Heroes services for eligible organizations, f) an upgrade of facilities and playing field at one little league ball field, and g) a free-admission concert featuring the band Florida Georgia Line (or alternate band of reasonably similar stature and character) and a T-Mobile services and devices sweepstakes for local residents. Approximate Retail Value: \$3,000,000.00 (excluding potential value of Network Enhancement). Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prize is subject to all applicable federal, state, local and income taxes. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

7. Additional Prize Terms: All Prize details not stated in the above prize description will be determined by Sponsor in its sole discretion. Prize Winner will be solely responsible for all costs, fees, and expenses not expressly stated in the prize description, including, without limitation, activation fees, wireless service, and/or data charges, and taxes. Any difference between the approximate retail value and the actual value will not be awarded and any difference will not be refunded. Without limiting the generality of the foregoing, the Prize Winner is responsible for all federal, state, and local taxes and any other taxes associated with award, acceptance, and/or use of the prize excluding taxes included in the cost of the prize. Actual value of prize may vary. No refunds or credit for changes are allowed. Prize is nontransferable, and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prizes of the same approximate retail value for the prize (or portion thereof). The Released Parties, individually and collectively, are not responsible for any injuries or loss to Prize Winner in using the Prize.

8. Representations And Warranties: Entrant represents and warrants the following: a) that he/she is the original author and owner (or represents and warrants that the owner of such rights has expressly granted any and all rights to the entrant for use by Sponsor and other entities as set forth herein, and has written documentation to provide to Sponsor evidencing such rights) of any and all entry materials posted, uploaded or otherwise submitted (modifying, enhancing, or altering a third party's pre-existing work does not qualify as entrant's original creation); b) the entry will not, in Sponsor's sole discretion, infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy (entrants are prohibited from posting, uploading or otherwise submitting any entry material that infringes on any copyright, trademark or proprietary rights of another, including publicity and privacy rights); c) the entry is not the subject of any actual or threatened litigation or claim; and d) the entry material is not obscene, offensive, libelous, pornographic, threatening, abusive, inclusive of any illegal content, or otherwise objectionable, as determined by Sponsor, and will not otherwise give rise to liability or violate any law. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

9. Limitations Of Liability: The Released Parties are not responsible for, and specifically disclaim any liability for or arising out of, any of the following regardless of cause, in connection with the Contest: a) any incorrect or inaccurate information, whether caused by entrant, wireless carriers, Internet Service Providers ("ISP"), or unauthorized human intervention; b) technical difficulties or failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; c) bugs, viruses, worms, Trojan horses, or similar malicious attacks; d) typographical,

printing, network, mechanical, electronic, technical, human, or other errors or malfunctions; e) any responsibility and/or liability with respect to the Contest and/or the prize (including any property loss, damage, personal injury, or death) in connection with participation in this Contest, the offering or announcement of the prize, or the acceptance/possession, use/misuse, and/or defects of the Prize awarded herein; f) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen, or mutilated transactions or entries; or garbled, lost, misrouted, or scrambled transmissions; or g) unauthorized human and/or mechanical intervention in the Contest or any other part of the participation process in this Contest. **Caution:** Any attempt to damage any website, app, or platform or to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies (including attorneys' fees) from any individual(s) or entity(ies) responsible for the attempt to the fullest extent permitted by law.

10. Release: By entering, entrant agrees to accept and abide by the Official Rules of this Contest. All decisions by Sponsor regarding this Contest are final. By entering, entrant agrees to be notified using the contact information provided as part of entry by Sponsor for the purposes of the administration of this Contest. In no event will more than the stated number of prizes be awarded. If Sponsor is prevented from continuing with this Contest or the integrity and/or feasibility of the Contest is undermined by any event, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each, a "Force Majeure" event), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Contest as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the Prize from among all valid and eligible entries received up to the time of such Force Majeure event.

11. Governing Law: Except where prohibited, entrants agree that: a) any and all disputes, claims and causes of action arising out of or connected with the Contest (including any and all disputes, claims, or causes of action arising out of or connected with the prize, the availability or use or same, or the conduct of the Contest), shall be resolved individually, without resorting to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; b) they waive any right to seek or obtain injunctive or other equitable relief; c) any and all claims, judgments, or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Contest (if any), but in no event attorneys' fees; and d) under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special, exemplary, or consequential damages or any other damages other than for actual out-of-pocket expenses (if any), or any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard for the conflicts of law doctrine of Washington or any other jurisdiction, and all proceedings shall take place in King County, Washington.

12. Winners List: For a list of Official Rules or to find out who won, individuals should print their name and address on a stamped 3"x5" card marked ATTN: T-Mobile Hometown Techover Contest and mail it in an envelope no later than 08/31/21 to: Social Media Marketing, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

13. Privacy Policy: Please see Sponsor's privacy policy located at <http://www.t-mobile.com/company/website/privacypolicy.aspx> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest.

14. Sponsor: The Sponsor of this Contest is T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

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