

**AT&T ENTERTAINMENT PROJECT
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.**
- **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.**
- **CONTEST LIMITED TO THE FIRST THREE HUNDRED (300) SUBMISSIONS! ENTRY PERIOD WILL BE CLOSED ONCE THE THREE HUNDREDTH (300TH) SUBMISSION IS RECEIVED.**

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 Entertainment Project (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 within one (1) of the following categories: (i) action/adventure, (ii) comedy, (iii) documentary, (iv) drama, (v) experimental, (vi) horror, (vii) sci-fi, and (viii) thriller (each a "Category"). The prizes will be awarded to the best entries submitted regardless of Category. 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. Tongal, Inc. ("Tongal") will be administering the Contest. Entrants should direct all questions to info@tongal.com.

2. **ELIGIBILITY:** This Contest is open only to legal residents and physically located in one (1) of the fifty (50) United States or District of Columbia and who are 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). Our student competition that is offered as part of the Contest is open only to a person who qualifies under the requirements above but is also at the time of entry and winner selection a current undergraduate (i.e., 4-year or 2-year program), graduate, doctoral or postdoctoral student enrolled at an accredited college or university (or recently graduated during the 2016 calendar year). Persons who are any of the following are not eligible to participate or win the prize offered: (a) employees, officers, or directors of AT&T Entertainment Group ("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.

Limit one (1) entry per person. Entries may be submitted by an individual or a team composing of multiple individuals. Each individual member of the team must meet the eligibility requirements set forth herein. The term “Entrant” as used in these Official Rules refers to an individual Entrant, each eligible individual on the team and/or the team that submits an entry. One (1) person can enter only once in the Contest, whether as an individual or as part of a team. If an entry is submitted by a team, the team must designate one individual member of the team as the Team leader. The Team leader shall be responsible for submitting the entry on behalf of the team, designating all members of the team with the entry submission and corresponding with the Sponsor when applicable. If one (1) team member fails the eligibility requirements, then the team’s submission will be disqualified. In the event one (1) team member is ruled ineligible, the remaining eligible team member(s) may re-enter the Contest using a new and different submission provided the Entry Period is still open. Team members may only submit one (1) submission; other submissions submitted by team members in their individual capacity will be disqualified. If, at any time during the Contest, any team member elects to voluntarily end his or her participation in the Contest, the remaining team member(s) may continue on in his or her individual capacity using the team’s submission, provided that the remaining team member secures all necessary permissions and rights from the departing team member. Each team member shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Sponsor’s rights pursuant to these Official Rules relate to and are exercisable against each team member. In the event a dispute between team members cannot be sufficiently resolved, Sponsor may disqualify the team in its sole discretion. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Entrants or teams, without limiting Sponsor’s rights and remedies, the Entrant or team that first submitted the submission will be deemed the proper Entrant for this Contest. 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://tongal.com/> (the “Website”) and create an account. Once you create an account, complete the application to enter the Contest and submit your film beginning at 12:00am Eastern Time (“ET”) on October 12, 2016 and the entry period ends the earlier of: (i) when the three hundredth (300th) submission is received by Sponsor; or (ii) 11:59 p.m. ET on November 18, 2016 (“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 (including all members of team if entering as a team) and a film in one of the Categories that is less than ten (10) minutes in length. Each entry must comply with the Submission Guidelines (defined below) and any rules set forth on the Website.

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 or will be subject to disqualification (“Submission Guidelines”):

- a. The film must be in English.
- b. The film must be no more than ten (10) minutes long.
- c. The film must be shot with a minimum 1080p HD resolution.
- d. The film submitted must have been completed after January 1, 2014.
- e. Films 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). During the Entry Period, submissions cannot be displayed or distributed except by us and you must maintain all rights, without third party obligations, to transfer your submission to us if you are selected as a winner.
- f. In addition to the requirements set forth above, each entry must comply with the following:
 1. The entry must be the Entrant’s original work and created solely by the Entrant. Further, 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 commercial content or logos of any entity other than Sponsor.
 5. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor’s sole and unfettered discretion.
 6. Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Judges and/or Sponsor reserve the right to disqualify at any time, any entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.

7. No background artwork should 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.

8. Submissions may only include original music created and performed solely by Entrant (*i.e.*, songs must be composed, lyrics written and performed by Entrant), include music that we may provide you to use in your submission, or include music from Tongal providers, *i.e.* Jingle Punks and Epidemic Sound. Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.

9. 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.

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. 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 judging criteria (the "Judging Criteria"), with each Judging Criteria equally weighted:

- a. Creativity and originality;
- b. Entertainment value;
- c. Characterization; and
- d. Production value.

Based on the total score the Judges assign to each submission using the Judging Criteria, up to three (3) "Professional Filmmaker" finalist submissions each individual who submitted a selected submission will be a potential "finalists", subject to confirmation that the potential finalists have met the eligibility requirements and complied with these Official Rules. For the "Student Filmmaker" competition one (1) "Student Filmmaker" submission will be selected as the winner and there will be a second prize and third prize winner selected. The Student Filmmaker winner will receive a Trip Prize. 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. JUDGING PROCESS:

- a. Initial Judging: The first three hundred (300) entries submitted during the Entry Period will be judged by a panel of Judges who will evaluate and score entries based on the Judging Criteria. The three (3) highest overall scoring entries in the "Professional Filmmaker" category will advance to final round ("Final Round"). Entries selected to advance to the Final Round will be notified by email or telephone on or about December 12, 2016. Within seven (7) days of winner notification, finalists must respond and confirm their participation for the Final Round. Failure

to respond during this time frame will forfeit the chance to participate in the Final Round and Sponsor will select an alternate finalist (the entry with the next highest score) if time permits.

Within seven (7) days of December 12, 2016, three (3) overall finalists and the first place student winner must respond and confirm their participation and their availability to attend the AT&T Developer Summit Conference in Las Vegas, Nevada and 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 finalist, finalists 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. If entry is submitted by a team, the team leader shall be responsible for executing and returning the required Affidavit and Release. Failure to respond during this time frame for the Professional Filmmaker competition will forfeit the chance to participate in the Final Round and Sponsor will select an alternate finalist (the entry with the next highest score) if time permits. If entry is submitted by a team and the team leader fails to execute and return the required Affidavit and Release (unless prohibited by law) within the seven (7) day period, Entrant will be disqualified. Only the first prize winner of the “Student Filmmaker” competition will be invited to attend the AT&T Developer Summit Conference, in Las Vegas, Nevada as part of their prize. The “Professional Filmmaker” competition will continue at the AT&T Developer Summit Conference as part of the Final Round (described below).

- b. Final Round: The “Final Round” for the “Professional Filmmaker” competition will be held in-person in front of an audience of AT&T Developer Summit Pass-holders who are in attendance at the conference at Palms Casino Resort in Las Vegas (“AT&T Developer Summit Pass Holders”) on January 3, 2017 and January 4, 2017 at the conference. Each finalist will be required to present a live demonstration of their film and participate in a question & answer session. AT&T Developer Summit Pass Holders will be asked to score each entry based upon the following equally weighed factors: (a) creativity & originality; (b) entertainment value; (c) characterization; and (d) production value. The AT&T Developer Summit Pass Holders vote will count for fifty percent (50%) of the finalists score and the Judges vote from the first round will count for the remaining fifty percent (50%) of the finalist score. AT&T Developer Summit Pass Holders must be present during the presentation of all Final Round entries to score on all such entries. Each AT&T Developer Summit Pass Holder is limited to one (1) score per entry. The Grand Prize winner (subject to winner verification by Sponsor) will be the highest scoring entry as determined by a combination of the AT&T Developer Summit Pass Holders audience score and the Judges vote from the first round. The act of obtaining high scores by any fraudulent or inappropriate means, including, without limitation, paying for high scores, offering sweepstakes/contest entries, awards or other inducements or any kind of consideration to persons in exchange for high scores, or as determined by Sponsor, in its sole discretion, is prohibited. Scoring by AT&T Developer Summit Pass Holders must be completed by the actual person casting the score. A person may not submit a score for entry on behalf of another person. Multiple scores by one (1) person will be disqualified. AT&T Developer Summit Pass Holders must follow instructions to submit their scores. Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend the audience scoring or void any score should the administration, security, or fairness of the scoring come into question as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be violating these terms, tampering with the scoring process, or acting in an unsportsmanlike or improper manner and void all associated scores. If the audience scoring process is terminated early by Sponsor, Sponsor reserves the right to count the eligible scores among all non-suspect, eligible scores received up to time of cancellation. The decision of the

Sponsor with respect to the tallying of scores, and the invalidation or disqualification of any suspected scores, shall be in its sole discretion and final and binding. Failure to attend the Final Round will result in forfeiture of the chance to compete for the prize. Sponsor reserves the right to conduct the Final Round in accordance with such schedule as determined by Sponsor in its discretion. Failure to participate accordingly will result in forfeiture of the chance to compete for the prize.

- c. Sponsor reserves the right to conduct the Final Round in accordance with such schedule as determined by Sponsor, in its discretion. Failure to participate accordingly will result in forfeiture of the chance to compete for the prize.
- d. Each Entrant and all the entries are subject to validation at any time by Sponsor and/or the Judges, whose decisions are final and binding in all respects. Entrants may be asked to sign additional documentation before being declared official winners.

7. PRIZES AND APPROXIMATE RETAIL VALUE:

- a) Three (3) finalists from the Professional Filmmaker competition and the one (1) first prize Student Filmmaker winner (4 total people) will receive a "Trip Prize" consisting of travel for one (1) team member on January 2, 2017 through January 4, 2017 to the AT&T Developer Summit Conference, in Las Vegas, Nevada, including roundtrip, economy/coach airfare from a major commercial airport selected by Sponsor, in its sole discretion, and three (3) nights' hotel accommodations at Palms Casino Resort (one (1) room based on double occupancy (the maximum retail value of \$1,500.00 per team).

Actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. The finalists/student winner must travel as and when designated by Sponsor or the Trip Prize may be forfeited and an alternate winner selected based on the process set forth above.

The finalists/student winner must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the finalists/student winner to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip 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 hotels in its sole and absolute discretion. The finalists/student winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor's and prize providers' terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to winner's proximity to Trip 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 finalists.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip 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 information to be provided at the time of Trip Prize notification. Finalists/student winner 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. Finalist/student winner may be required to provide a credit card at the time of hotel check-in. 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 Trip Prize package, and are solely the finalist's/student winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the finalist's/student winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel 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/student winner.

In addition, the following prizes are available to be won in the Contest:

"Professional Filmmaker" Contest prizes:

- i) One (1) Grand Prize: \$20,000.
- ii) One (1) Second Prize: \$5,000.
- iii) One (1) Third Prize: \$3,000.

"Student Filmmaker" Contest prizes:

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

The Grand Prize winner in the "Professional Filmmaker " competition category and the first prize winner in the "Student Filmmaker" category will also each receive a meeting of up to thirty (30) minutes with AUDIENCE Network representatives to take place either at the conference on the telephone in a commercially reasonable time thereafter.

In the event that a winning entry was submitted by a team, the prize must be divided equally between team members. AT&T is not responsible for any disputes among team members concerning the prize or prize components. AT&T is only obligated to provide equal share of the prize to each team member. 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.

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.

8. **INTELLECTUAL PROPERTY RIGHTS IN SUBMISSIONS:** With the exception of the use of any AT&T materials, the ownership rights to each non-winning 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, for a period of time lasting from submission of the entry through January 5, 2017, grants to Sponsor, and each of its licensees, successors and assigns, the 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, 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 prizes to the winners in this Contest. After January 5, 2017, all rights and licenses granted to Sponsor in non-winning entries (entries that don't result in a prize being awarded to the winner) revert back to Entrants; provided, however, Sponsor retains an irrevocable exclusive perpetual option to purchase all rights to any submission submitted in the Contest for a one-time payment of \$17,500 for any "Professional Filmmaker" video submitted and a one-time payment of \$12,500 for any "Student Filmmaker" video submitted. To the extent that Sponsor exercises its option to acquire the rights in any non-winning submission, Entrants waive the right and ability to negotiate with Sponsor for additional compensation and must agree to AT&T's assignment agreement in the form presented. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to submissions if selected as a finalist/winner. Without limiting the foregoing, Sponsor, during the license period set forth above, 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 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 \$10,000. Notwithstanding the foregoing, if Sponsor does not require a winning submission to be assigned to

Sponsor, Sponsor still retains 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, 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. Whatever rights Sponsor elects, in its sole discretion, to obtain in winning submissions, 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. 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 agree that Sponsor, nor its agents, shall be responsible for return or preservation of the submissions submitted. 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. Team leaders can sign a single Affidavit and Release on behalf of his/her team. 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. If Entrant is a team, and Sponsor determines, in its sole discretion, that any single team member has attempted to

undermine the legitimate operation of this Contest, all members of such team may be disqualified, as determined within Sponsor's sole discretion. Due to the unique nature and scope of this Contest, Sponsor reserves the right to alter or modify these Official Rules at any time. 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.

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. If Entrant is a team, and any single team member provides such false information, Sponsor reserves the right to disqualify the entire team. 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. GOVERNING LAW/LIMITATION OF LIABILITY/DISPUTE RESOLUTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO

HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Any dispute between the parties arising out of or relating to these Official Rules or the Contest shall be submitted to binding confidential arbitration. The arbitration will be conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules as modified by the terms of this Agreement. The arbitration shall take place in Atlanta, Georgia before a single arbitrator, selected pursuant to such rules, and shall be conducted on an expedited basis and in strict confidence. The arbitrator selected pursuant to these Official Rules shall be well acquainted with the entertainment, Internet, and new media industries, and shall not have the power to impose punitive damages. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE OR BE ENTITLED TO UNDER FEDERAL LAW OR THE LAWS OF CALIFORNIA OR ANY OTHER STATE TO LITIGATE ANY SUCH DISPUTE IN COURT, IT BEING THE INTENTION OF THE PARTIES TO ARBITRATE ALL SUCH DISPUTES. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules, and any other agreements the applicable Entrant may have entered into with Sponsor in connection with the Contest, and shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed ex parte. In the event of any dispute concerning these Official Rules, the Website's Terms of Use or Privacy Policy, or any other agreement between the applicable Entrant and Sponsor in connection with the Contest, Entrant's sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section, and in no event will any Entrant be entitled to seek injunctive or other equitable relief. Each party shall be responsible for their own attorneys' fees. IF THE ENTRANT DOES NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION HEREIN), HE OR SHE SHOULD NOT PARTICIPATE IN THE CONTEST. Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

12. **WARRANTY AND INDEMNITY:** Entrants certify that their entry is original and that they have the right to submit the entry in the Contest. Each Entrant agrees not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Entrant agrees to release, discharge and hold harmless Sponsor, and each of Sponsor's and Tongal's respective directors, officers, employees, agents, successors and assigns ("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 contestant, 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 or team to any compensation or other right or remedy. As an inducement to Sponsor to accept each submission for entry into the contest, contestants 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 Contest 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 contestant 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://developer.att.com> on or about January 9, 2017, which shall be available for a period of up to thirty (30) days.

17. **SPONSOR:** The Sponsor of this Contest is AT&T Entertainment Group, 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. Any information Entrant provides to Sponsor may be used to communicate with Entrant in

relation to this Contest or on a Contest winner's list. Information submitted in connection with the Contest will be treated in accordance with the Website's 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.