

Official Rules
AT&T Black Future Month 2021 Contest
Presented by AT&T

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 PERIOD:** The *AT&T Black Future Month 2021 Contest Presented by AT&T* (the "Contest") begins on February 1, 2021 at 12:01am EST and ends on November 30, 2021 at 11:59pm EST ("Contest Period"). The Sponsor of this Contest is AT&T Mobility LLC ("Sponsor"). The Administrator of this Contest is The Concept Studio, LLC ("Administrator"). This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter or Instagram. You understand that you are providing your information to Sponsor and/or Administrator (as defined below) and not to Facebook, Twitter or Instagram.

2. **ELIGIBILITY:** The Contest is open only to legal residents of the fifty United States, Puerto Rico, and the District of Columbia who are at least 18 years old, (19 in Alabama and Nebraska, and 21 in Mississippi) ("Entrants"). Void outside of the 50 United States, the District of Columbia, and Puerto Rico and where prohibited by law. The Entry must not contain any personally identifiable information of any person other than the Entrant **or his/her nominee**. Should the Entrant include personally identifiable information about him/herself in his/her Entry **or about his/her nominee**, Entrant acknowledges and agrees that **he/she has permission from the nominee for such disclosure**, such information will be disclosed publicly and Entrant is solely responsible for any consequences thereof. Employees, shareholders, officers, directors, agents, and representatives of Sponsor, Administrator (as defined below), AT&T Inc., and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and participating promotion and advertising agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest and their respective employees, shareholders, officers, directors, agents, and representatives are not eligible to participate in the Contest. Immediate Family and Household Members (defined below) of such individuals are also not eligible to enter or win. For purposes of the Contest, "Household Members" shall mean those people who share the same residence at least three months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. Subject to all applicable laws. Void where prohibited by law.

3. HOW TO ENTER:

To enter the Contest, you need access to the Internet and a valid account on Facebook, Twitter or Instagram. If you do not already have an account, you can create one for free by visiting www.facebook.com, www.twitter.com, or www.instagram.com. All terms and conditions of Facebook, Twitter and Instagram apply.

TO ENTER: On your Facebook, Twitter or Instagram account post a :30 to :60 second video of yourself that shows how you or someone you know is shaping the now, the new, the next, and should be added to the list of Black Future Makers. All posts need to include the hashtags: #dreaminblack and #atffuturemaker. If nominating someone, the nominator must tag that person in the official AT&T contest post. All entry content must remain available on Facebook, Twitter or Instagram through December 31, 2021. Entrants may only submit one entry, regardless of platform, during the Contest Period. Limit one entry per person.

IMPORTANT: Before entering using Twitter, the “Protect my Tweets” option in your Twitter account settings must be set to “OFF” and must remain OFF during the entire Contest Period or your entry will not be eligible. Before entering using Instagram, the “Private Account” option in your Instagram account settings must be set to “OFF” and must remain OFF during the entire Contest Period or your entry will not be eligible. Before entering using Facebook, the post must remain public during the entire Contest Period or your entry will not be eligible. Entrant must not use more than one (1) Twitter, Instagram or Facebook account to enter Contest. If an entrant is suspected of using multiple Twitter, Instagram or Facebook accounts to enter Contest, any entries received by such means will be void. Entrants must be in compliance with the Twitter, Instagram and Facebook Terms and Conditions and accept the Twitter or Instagram Privacy Policy. If you enter the Contest using a mobile device, you understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply. Contact your wireless carrier and/or check your mobile plan for data usage pricing/details.

NOTE ABOUT TWITTER/INSTAGRAM/FACEBOOK: Sponsor and/or Administrator are not responsible for any changes or unavailability of the Twitter, Instagram or Facebook service that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use Twitter, Instagram or Facebook 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 Twitter, Instagram or Facebook in which case Sponsor, in its sole discretion, may terminate or modify the Contest. Twitter, Instagram and Facebook are not sponsors of nor affiliated with the Contest.

ADDITIONAL ENTRY GUIDELINES AND REQUIREMENTS: In addition to the requirements set forth herein, the Entry must comply with the following requirements:

- The Entry must be the Entrant’s original work, created solely by the Entrant, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity.
- The Entry must include the hashtag #DreamInBlack and/or BlackFuture.
- If the Entry is a video, it must not exceed 60 seconds in length.
- The Entry may not show or promote unlawful activities or any activities that may appear unsafe or dangerous.
- The Entry may not contain any content that is lewd; obscene; sexually explicit; pornographic; disparaging; defamatory; libelous; violent; or derogatory of any ethnic, racial, gender, religious, professional or age group or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- The only person who may appear in the Entry is the Entrant. No other person may appear in the Entry.

- 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 his/her Entry, Entrant acknowledges and agrees that such information will be disclosed publicly and Entrant is solely responsible for any consequences thereof.
- Entrants may not be, nor may Entrant work with parties in conjunction with their video Entry, who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Submissions in any media form; 2) have an acting or modeling contract that would make their appearance in the Submission a violation of any third party rights; or 3) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this Contest, or from allowing Sponsor to use royalty-free, the Submissions worldwide in all media in perpetuity.
- The Entry must not contain any commercial content or logos, except those of Sponsor.
- The Entry may not contain any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties.

Sponsor reserves the right to disqualify any Entrant's entry that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with Sponsor's image or which communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate. Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, or misdirected entries; or other error of any kind whether human, mechanical, or electronic.. False or deceptive acts or entries, or entries 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 entries submitted become the property of Sponsor and will not be acknowledged or returned. Entrants must provide all information requested. Incomplete, unreadable or unintelligible submissions will be disqualified. Participation in the Contest constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant 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. All Entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All Entry materials become the sole and exclusive property of Sponsor. By making a video submission, you hereby grant to Sponsor a royalty free, irrevocable, perpetual and worldwide license to use and display the Entry. **Further, by submitting an entry, you give AT&T the rights to use the entry for any other promotional purposes.**

4. **WINNER SELECTION / JUDGING PERIOD: At the end of the Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will review and select ten (10) Grand Prize Winner ("Grand Prize Winner") from among all eligible Entries received based on the following criteria: Merit 50%, Inspirational Reach 50%.** The Entry with the highest overall score will win. In the event of a tie, the Entry with the highest scoring submission in the Inspirational Reach category will win. The Grand Prize will be awarded to the person who is the subject of the Entry – either an Entrant who

nominates him/herself or the nominee nominated by the Entrant. In the event of a tie, the Entrant with the highest scoring submission in the Inspirational Reach category. Will be deemed the Winner. The determination of the Winners shall be made by Judges and Sponsor in their sole discretion, and such determination shall be final and binding. Throughout the Contest Period, Sponsor and/or Administrator will monitor and review the submissions for eligibility and compliance with the Official Rules. Sponsor reserves the right to extend the Contest Period and the right to select fewer than the stated number of Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Winners will be notified via private message on Facebook, Twitter or Instagram from the official AT&T account.

Winners will be required to sign and return an affidavit of eligibility and prize/publicity release within two (2) business days. If a Winner cannot be reached after reasonable effort has been exerted (response within two (2) days of receipt of initial notification), he or she is found to be ineligible at any point during the administration of the Contest, he or she cannot or does not comply with these Official Rules or the Sponsor's or Administrator's instructions, or if his or her prize, prize notification, or other Contest-related correspondence is faulty, rejected, or returned as undeliverable, that Winner may be disqualified without notification and an alternate Winner, or runner up, may be selected at Sponsor's discretion. Only three (3) alternate winners will be contacted, after which a prize will remain un-awarded. A potential winner (or any alternate potential winner if one must be selected) is not official and will not be confirmed as a winner until he/she has completed, signed and returned any documentation which may be required by Sponsor, including, but not limited to, a notarized Affidavit of Eligibility, release of liability, publicity release form, and a completed IRS W-9 form (the "Contest Documents"), and the eligibility of the potential winner has been verified. If a Winner fails to sign and return the aforementioned required documents or provide any other requested information within the required time period including a valid mailing address (P.O. Boxes not permitted), the Winner forfeits his/her prize. Contest submissions are subject to validation by the Administrator. By taking part in this Contest you agree to be bound by these rules and all decisions of the Administrator and Sponsor, which are final and binding on all aspects of the Contest.

- 5. PRIZES: Ten (10) Grand Prizes will be awarded:** Each grand prize winner will be honored as a Black Future Maker Class of 2021, a \$10,000 cash prize and a bundle of AT&T BFM Branded merchandise (ARV: 7,000). One Grand Prize winner will be chosen each month from March 2021 through December 2021. No substitutions or transfers of a prize, except at Sponsor's discretion. If any portion of the prize does not take place as currently scheduled, for any reason including postponements or cancellations, Sponsor at its sole discretion may change the prize dates or cancel that portion of the prize relating to the event, in which event that portion of the prize will be forfeited in its entirety and no substitution will be provided except at Sponsor's sole discretion.

All federal, state and local taxes and any other costs and expenses associated with acceptance and/or use of the Prizes not specifically provided for in these Official Rules are solely the Winner's responsibility.

Prize Winners must supply Sponsor with a complete and valid IRS Form W-9 prior to receiving Prize. The value of each Prize is taxable to winner as income. An IRS Form 1099 will be issued in the name of Winner for the actual value of Prize awarded

if the aggregate value of Prize awarded to and other compensation received by Winner from Sponsor is \$600 or greater for the calendar year.

6. **GENERAL CONDITIONS/INDEMNIFICATION:** By participating in this Contest and/or by accepting any Contest prize that you may be awarded, you agree that Sponsor, The Concept Studio, LLC, AT&T Inc., and each of 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, you agree to fully indemnify each Released Entity from any and all such claims by third parties without limitation. Entrants authorize the Sponsor and its agents to use their name, voice, 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 entries, 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 entry 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; (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest; (vi) potential winner's inability to attend trip (vii) any postponement or cancellation of game. 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 of 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 designated Entry Period end date for any reason, Sponsor may (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing

shall be each entrant'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 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 WEBSITE 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.

7. **PRIVACY:** All information submitted by Entrants 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, entrants 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.
8. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, entrants 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 entrant; (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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Contest), and entrant further waives all rights to have damages multiplied or otherwise increased.
9. **GOVERNING LAW:** All 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 Entrant and Released Entities in connection with the Contest, shall be governed by, and construed in accordance with Texas law without giving effect to any choice of law or conflict of laws.
10. **SPONSOR:** This Contest is sponsored by AT&T Mobility LLC, 1025 Lenox Park Blvd NE, Atlanta, GA, 30319.
11. **ADMINISTRATOR:** This Contest is administered by The Concept Studio, LLC, 606 Post Road East #693, Westport, CT 06880.
12. **FOR WINNERS LIST and OFFICIAL RULES:** All requests for a copy of the Official Rules and for the name of the Winners (first name and state) must be made by December 31,

2021. Vermont residents may omit return postage if requesting a set of Official Rules. For the names of the Winners and/or Official Rule(s) send a self-addressed stamped return envelope to: Black Future Month 2021 Presented by AT&T Winners, 606 Post Road East #693, Westport, CT 06880.

END OF OFFICIAL RULES

Abbreviated Rules
AT&T Black Future Month 2021
Presented by AT&T

PROMO MICROSITE:

No Purchase Necessary. The Contest is open to legal residents of the 50 United States, District of Columbia and Puerto Rico who are 18 or older (19 in Alabama and Nebraska, and 21 in Mississippi). Ends 11:59pm ET, November 30, 2021. Void where prohibited. See Official Rules for additional eligibility restrictions, prize descriptions and complete details. Subject to [official rules](#).

©2021 **AT&T Intellectual Property**. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

ABBREVIATED RULES TWITTER:

No purch nec. Open to US res, age maj. Ends 11/30/21. Void if prohib. Subject to [official rules](#).

ABBREVIATED RULES FACEBOOK:

No purch nec. Open to US res, age maj. Ends 11/30/21. Void if prohib. Subject to [official rules](#).

ABBREVIATED RULES INSTAGRAM:

No purch nec. Open to US res, age maj. Ends 11/30/21. Void if prohib. Subject to [official rules](#).

BANNER ADS:

No Purchase Necessary. No purch nec. Open to US res, age maj. Ends 11/30/21. Void if prohib. Subject to [official rules](#).