

**Official Rules**  
**AT&T Rising Future Maker 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 DESCRIPTION:** The *AT&T Rising Future Maker Contest Presented by AT&T* (the "**Contest**") begins on Wednesday, September 15, 2021 at 12:01am ET and ends on Sunday, October 31, 2021 at 11:59pm ET ("**Contest Period**"). The Contest provides eligible individuals (each, a "**Nominator**") with the opportunity to post a :30 to :60 second video to Twitter, TikTok or Instagram explaining how the Nominator or a nominee known to and nominated by an eligible Nominator ("**Nominee**") is making history as a student of a Historically Black College and University ("**HBCU**") and why they should be inducted as a Rising Future Maker (the video, collectively with the post content, the "**Submission**"). A Nominator may nominate themselves as a Nominee. The Sponsor of this Contest is AT&T Mobility LLC ("**Sponsor**"). The Administrator of this Contest is Creative Zing Promotion Group ("**Administrator**"). This Contest is in no way sponsored, endorsed, or administered by, or associated with Twitter, TikTok or Instagram. Nominator is providing information to Sponsor and not to Twitter, Tik Tok or Instagram.

**2. ELIGIBILITY:** Nominators must be a legal United States residents physically residing in the fifty (50) United States, the District of Columbia or Puerto Rico, who are at least eighteen (18) years of age and the age of majority in their state of primary residence (19 in Alabama and Nebraska, and 21 in Mississippi). Nominees (and the Nominator if such Nominator in nominating themselves) must be legal United States residents physically residing in the fifty (50) United States, the District of Columbia or Puerto Rico, who are at least eighteen (18) years of age and the age of majority in their state of primary residence, **but not over twenty-five (25) years of age** at time of nomination, and a current enrolled student at an HBCU. Sponsor may request Nominee's student email to confirm college enrollment. Nominator must be a registered user of Twitter, TikTok or Instagram for entry (collectively, the "**Social Media Platforms**"). Registration on each Social Media Platform is free as of publication of these Official Rules and can be obtained at [www.twitter.com](http://www.twitter.com), [www.tiktok.com](http://www.tiktok.com), or [www.instagram.com](http://www.instagram.com). Nominator must be the rightful owner (or have authorized use) of the social media account used for entry. In the event of a dispute as to the identity of a Nominator, the Nominator will be deemed the natural person in whose name the email account associated with the social media account was opened, as long as such person is otherwise eligible in accordance with these Official Rules.

Employees of Sponsor, Administrator, Sponsor's advertising agencies, fulfillment agencies and service providers directly associated with management and execution of the Contest (collectively, the "**Contest Entities**"), together with the immediate family members and/or those living in the same household of such Contest Entities (collectively, "**Household Members**"), cannot serve as a Nominator or Nominee. For purposes of the Contest, "**Household Members**" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Contest is void where restricted or prohibited by law.

**3. HOW TO ENTER:** During the Contest Period, Nominators must post their Submission to Twitter, TikTok or Instagram in accordance with the requirements herein. Nominator must tag the Nominee unless the

Nominator is nominating themselves in the applicable Social Media Platform post. All Submissions must remain publicly available on Twitter, TikTok or Instagram through the Contest Period. Submission should be posted to either Twitter, TikTok or Instagram (not on all). If Submissions exceed the entry limitations of one (1) per Nominator throughout the Contest Period, only the first eligible Submission from any single Nominator will proceed to judging.

There are three (3) methods of entry available:

**Twitter Entry:** To participate via Twitter, Nominator must have a non-private Twitter account. The "Protect my Tweets" option in the Nominator's Twitter account settings must be set to OFF and must remain OFF for the entire duration of Contest Period for a Submission to be eligible. During the Contest Period, the Nominator must log into their Twitter account and create a public post featuring the Nominator's Submission. The Submission must include the hashtags #ATTRisingFutureMaker and #DreamInBlack to be valid. The #ATTRisingFutureMaker and #DreamInBlack hashtags must appear in the Tweet. Posts to Twitter Fleets are not eligible.

**TikTok Entry:** To participate via TikTok, Nominator must have a non-private TikTok account. The "Privacy Account" option in the Nominator's TikTok account settings must be set to OFF and must remain OFF for the entire duration of Contest Period for a Submission to be eligible. During the Contest Period, the Nominator must log into their TikTok account and create a public video post featuring the Nominator's Submission. The Submission must include the hashtags #ATTRisingFutureMaker and #DreamInBlack to be valid. The #ATTRisingFutureMaker and #DreamInBlack hashtags must appear in the TikTok video post.

**Instagram Entry:** To participate via Instagram, Nominator must have a non-private Instagram account. The "Private Account" option in the Nominator's Instagram account settings must be set to OFF and must remain OFF for the entire Contest Period for a Submission to be eligible. During the Contest Period, the Nominator must log into their Instagram account and create a public post featuring the Nominator's Submission. The Submission must include the hashtags #ATTRisingFutureMaker and #DreamInBlack to be valid. The #ATTRisingFutureMaker and #DreamInBlack hashtags must appear in the caption (not comments). Posts to Instagram Stories, IGTV and Reels are not eligible. If the Submission was previously posted to Instagram, it must be reposted during the Contest Period.

**The Submission must:**

- Include both required hashtags #ATTRisingFutureMaker and #DreamInBlack.
- Be in English.
- Be :30 to :60 secs in duration and otherwise comply with the technical specifications of the Social Media Platform associated with the Submission.
- Be wholly original to Nominator; Nominator must be the rightful owner and have the rights, title, and interest necessary to utilize the Submission for the Contest in compliance with these Official Rules.
- Honestly and accurately represent the Nominator's and/or Nominee's Future Rising Makers achievements.
- Comply with the Terms of Use for the Social Media Platform associated with the Submission.

**The Submission must NOT:**

- Include personally identifiable information or any individuals other than the Nominator and/or the Nominee, unless such person has provided the Nominator their express written permission to appear in the Submission, proof of which may be requested. If any minors appear in the

Submission, the Nominator must have the express written permission of the minor's parent or legal guardian.

- Include musical accompaniment, unless the Nominator uses music in the public domain or produces and performs a wholly original musical accompaniment (proof of the original status of the musical accompaniment must be provided to the Contest Entities upon request).
- Show or promote unlawful activities or any activities that may appear unsafe or dangerous.
- 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.
- Contain commercial content or prominent display brand names or logos, except those relating to Sponsor and otherwise used in accordance with these Official Rules.
- Contain any derogatory references to any Contest Entities or third party.
- Involve or include the services of any individual who is represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Submission 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 Submission worldwide in all media in perpetuity.

**NOTE ABOUT TWITTER, TIKTOK & INSTAGRAM:** Contest Entities are not responsible for any changes or unavailability of Twitter, TikTok or Instagram that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Twitter, TikTok or Instagram for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Nominator to timely enter, receive notices or communicate with Sponsor via Twitter, Tik Tok or Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Contest. Twitter, TikTok and Instagram are not sponsors of nor affiliated with the Contest.

Sponsor reserves the right to edit (or request the Nominator edit) Submissions by suppressing music or removing logos (if applicable) to comply with the Official Rules. Sponsor reserves the right to disqualify a Nominator's Submission 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. False or deceptive acts or Submissions, or Submissions generated by script, macro or other automated means will be void, will render a participant ineligible, and also may result in participant no longer being allowed to enter Sponsor's sweepstakes, contests or other promotions in the future, at Sponsor's sole discretion. All Submissions become the property of Sponsor and will not be acknowledged or returned. Nominators must provide all information requested. Incomplete, unreadable or unintelligible Submissions will be disqualified. Participation in the Contest constitutes Nominator's understanding of full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Nominator and/or Nominee that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. **Further, by submitting a Submission, you give Sponsor the rights to use the Submission for any other promotional purposes as set forth more completely below.**

**Important – Grant of Rights:** Nominator's Submission may appear on the Sponsor's social media accounts including, but not limited to, Facebook, Twitter, Tik Tok and Instagram, and in advertising for Sponsor on-air, off-air and on Sponsor's website. If Nominator does not want their Submission to be used in the manner set forth herein, they should not enter the Contest. By entering

the Contest, Nominators grant Sponsor the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Submission and to incorporate the Submission in other works in any and all markets and media worldwide, now known or hereafter developed, in perpetuity. Nominators warrant that they have the sole and exclusive right to grant such rights to Sponsor and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Submission will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If the Submission includes an identifiable person other than the Nominator, the Nominator represents and warrants that they have obtained the consent of such person to the use of the Submission as outlined herein and such person may be required to provide written consent to the Contest Entities' use of the Submission. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation or compensation.

**4. CONTEST JUDGING:** Throughout and immediately following the Contest Period, eligible Submissions will be reviewed and evaluated by representatives of the Contest Entities. Eligible Submissions will be judged in accordance with the following weighted criteria ("**Judging Criteria**"):

- Inspirational Reach: 50%
- Achieved Merit: 25%
- Involvement in HBCU Community: 25%

The twenty-five Submissions with the highest total score among all Judging Criteria will be deemed the potential winning Submissions, and subject to verification of eligibility and compliance with these Official Rules, the potential winning Submission will be declared the official "Winning Submissions". In the event of a tie, the tied Submissions will be re-evaluated by the Contest Entities in accordance with the aforementioned criteria, and the Submission with the highest rating on "Inspirational Reach" will be deemed the potential winning Submission. Judges' decisions are final and binding. Final judging scores will not be revealed or publicly announced. Sponsor reserves the right to adjust or extend the Contest Period and to select fewer than the stated number of winning Submissions if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

**5. WINNING SUBMISSION NOTIFICATION:** On or about November 5, 2021, the Nominator associated with each potential winning Submission (as determined by the judging results) will be contacted via the Social Media Platform on which they entered by either direct message or a public-facing comment. The Nominator will be required to respond (as directed by the Administrator and/or Sponsor) to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification. In addition to the Nominator providing their own name and email address, the Nominator, if not nominating themselves, must also provide the name and email address of the Nominee reflected in the Submission. The Nominee will be required to complete, sign and return any documentation which may be required by Sponsor, including, but not limited to, an Affidavit of Eligibility, release of liability, publicity release form (the "**Contest Documents**"). If any Nominee fail to sign and return the aforementioned required documents or provide any other requested information within the required time period, the Nominee may forfeit the prize and an alternate potential winning Submission will be selected based on the judging results. The Contest Entities will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Pending the completion and return of the Contest Documents and verification of eligibility and compliance with the Official Rules, each Nominee will be confirmed as an official "Grand Prize Winner" as described in Section 6. The Grand Prizes will solely be awarded to the Nominees featured in the winning Submissions.

**6. GRAND PRIZE: Twenty-Five (25) Grand Prizes are available.** Each Grand Prize winner will be honored as a member of the Class of 2021 Rising Future Maker, and receive the following:

- A. \$5,000 cash prize;
- B. 5G Mobile Device (Approximate Retail Value ("ARV"): \$1,099);
- C. Branded mobile device case (ARV: \$100);
- D. 12 Months of AT&T Unlimited Elite service\* awarded through "money towards your service" or "\$1,020 to cover your first year of Unlimited Elite Service". Taxes and fees are excluded. (ARV: \$1,020);
- E. Custom Jacket & T-Shirt (ARV: \$800);
- F. Custom Trophy (ARV: \$100);
- G. Custom Rising Future Maker Box (ARV: \$750); AND
- H. Advocacy/mentorship opportunity from select Black Future Makers/HBCU celebrities.

Approximate Retail Value ("ARV") of each Grand Prize: \$8,869 each.

\*Unlimited Elite service is based on \$85 per month for 12 months, and does not cover taxes or AT&T Monthly recurring fees.

Advocacy/Mentorship portion of the prize has no associated retail value and may occur virtually. Internet connection and video call hardware are the sole responsibility of winner. Grand Prize will be fulfilled by dates and times mutually agreed upon by the winner and Sponsor. Mentor is subject to change at Sponsor's sole discretion. During the video call, winner shall not commit any act that might shock, insult or offend the mentor or otherwise constitute inappropriate behavior. If the winner engages in behavior that is obnoxious, threatening, illegal, profane or that is otherwise offensive or inappropriate, Sponsor and/or mentor reserve the right to terminate the winner's participation in the video call with no other further obligation.

**ALL FEDERAL, STATE AND LOCAL TAXES AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH ACCEPTANCE AND/OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** No substitutions or transfers of a prize, except at Sponsor's discretion. Non-cash prizes cannot be redeemed for cash. Prizes are provided "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's discretion. Limit one (1) prize per Nominee. The value of each prize is taxable to winning Nominee as income, therefore winning Nominees will be required to supply Administrator with information needed for the issuance of an IRS Form 1099. Administrator will issue an IRS Form 1099 for the actual value of the prize's aggregated value is \$600 or greater for the calendar year.

**7. GENERAL CONDITIONS/INDEMNIFICATION:** By participating in this Contest and/or by accepting any prize, Nominators and winning Nominees agree that Sponsor, Administrator, Twitter, Inc., TikTok, Inc., and Facebook, Inc., and their respective parents, subsidiaries and affiliated companies, units and divisions; and their advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "**Released Entities**") shall not be liable for any and all actions, claims, including any third-party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Contest, including entry and participation in this Contest, or the acceptance, possession, use or misuse of any prize. By participating in the Contest and/or accepting any prize that you may be awarded, Nominators and winning Nominees agree to fully indemnify each Released Entity from any and all such claims by third parties without limitation. Nominators and Nominees authorize the Sponsor and its agents to use their name, voice, performance, image, likeness, biographical data, city and state of residence and entry

materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation or compensation. The Released Entities shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible 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; or (v) any printing, typographical, administrative, technological, human or other errors or problems, including any error or problems which may occur in the administration of the Contest, the processing or judging of Submissions, or in any materials associated with the Contest. Released Entities disclaim any liability for damage to any phone or other electronic device resulting from participating in or accessing or downloading information in connection with this Contest. Should a virus, bug, computer or phone problem, unauthorized intervention, or any other causes beyond Sponsor's control, corrupt the administration, security, or proper play of the Contest. Sponsor reserves the right in its sole discretion to modify, cancel, suspend, or terminate the Contest in its entirety or any affected portion thereof. In the event the Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, cancel or terminate the Contest in its entirety or any affected portion thereof. If the Contest or a particular portion thereof is canceled or terminated before the Contest Period end date for any reason, Sponsor may (if possible) select the winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination using the winner determination process set forth above or as otherwise deemed fair and appropriate by Sponsor. Inclusion in such process shall be each Nominator's/Nominee's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. PRIVACY:** All information submitted by Nominators and Nominee's is subject to and will be treated in a manner consistent with the AT&T Privacy Policy accessible at <http://www.att.com/privacy>. By participating in this Contest, Nominators/Nominees hereby agree to the AT&T collection and usage of their personal information and acknowledge that they have read and accepted the AT&T Privacy Policy.

**9. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, Nominators/Nominees agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Nominator; (2) the AAA shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Nominator/Nominees be permitted to obtain awards for, and Nominator hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Nominator's/Nominee's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Contest), and Nominator/Nominee further waives all rights to have damages multiplied or otherwise increased.

**10. GOVERNING LAW:** All applicable federal, state and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominator/Nominee and Released Entities in connection with the Contest, shall be governed by, and construed in accordance with Texas law without giving effect to any choice of law or conflict of laws.

**11. SPONSOR:** This Contest is sponsored by AT&T Services, Inc. 1025 Lenox Park Blvd NE, Atlanta, GA, 30319.

**12. ADMINISTRATOR:** This Contest is administered by Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL, 32789.

**13. 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 November 30, 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: Creative Zing – Rising Future Makers Winners, 2265 Lee Road, Suite 229, Winter Park, FL 32789.