Boost Mobile \$1,000,000 Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING

PROMOTION DESCRIPTION: Boost Mobile \$1,000,000 Sweepstakes (the "**Promotion**") begins on or about May 13, 2020 at 12:00:01 a.m. Eastern Time ("**ET**") and ends on July 16, 2020 at 11:59:59 p.m. ET (the "**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Boost Mobile, LLC., 6591 Irvine Center Drive, Irvine, CA 92618 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the United States and the District of Columbia, **excluding** residents of the states of Alaska, Hawaii, Oklahoma, and South Carolina, the territory of Puerto Rico, and the metropolitan regions of Las Vegas, NV and Indianapolis, IN; and the New Jersey state counties of Bergen, Passaic, Essex, Morris, Hudson, Sussex and Warren, (the "**Excluded Territories**"), who are eighteen (18) years of age or older at the date of entry, are eligible to participate. Employees, officers and directors of Sponsor, Motorola Mobility LLC, Gold n Fish Marketing Group, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are not eligible to participate in the Promotion or win a prize. Promotion is void in the Excluded Territories and where prohibited by law.

HOW IT WORKS:

There are two (2) ways to get a game play in the Promotion:

a) With Purchase: During the Promotion Period, purchase a qualifying Motorola handset at a participating Boost Mobile retailer (each, a "Qualifying Purchase"), a full list of Qualifying Purchases is below, and within 10 – 15 days of purchase, you will receive a text message from Boost Mobile including a link to the game play site. Participating retailers include most Boost Mobile retailers except BoostMobile.com, National Retailers and retailers located in the Excluded Territories. All Qualifying Purchases must be completed by 11:59:59 p.m. ET on July 16, 2020. Qualifying Purchases include:

Moto e6

Moto G7 Play

Moto E5 Plus

Moto G6 Play

Moto E4 Plus

Moto E4

b) <u>Without Purchase</u>: To get a game play without making a Qualifying Purchase go to <u>Boost Mobile AMOE</u> (the "**AMOE Website**") and complete the request form in its entirety with your first name, last name, email address, complete mailing address (including city, state and zip code; no P.O. Boxes accepted), and telephone number.

Once the request form is completed, follow the instructions to print out the form and affix the bar code to a post card with first class postage affixed and mail your entry to: Boost Mobile \$1,000,000 Sweepstakes Request, 3030 LBJ Freeway, Suite 300, Dallas TX 75234. Limit one (1) request per postcard. Limit one (1) request per person per day. All requests must be postmarked by July 16, 2020 and received by July 21, 2020. If a request is not postmarked by the USPS, it will be considered "postmarked" for purposes of eligibility on the date in which it is received. Once your request is received, you will receive a link to play via email. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due requests or mail.

Buying Won't Help You Win. Your chances of winning without a purchase are the same as the chances of someone who buys something.

TO PLAY THE GAME: To play the game, click on the game play link provided in your text or via email to be directed to the game play website (the "Game Website" and collectively, with the AMOE Website, the "Website") then, follow the instructions to play the game to see if you have won a prize (subject to verification of eligibility). **All game plays must be completed by August 3, 2020 at 11:59:59 p.m. ET.** If you are a prize winner, you will receive instructions on how to claim the prize. If you receive a message that contains any message other than a winning prize message, you are not an instant winner. Any winner will be notified instantly upon completion of participation with instructions on how to verify his/her eligibility and claim the prize. All prize claims are subject to verification of eligibility.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy available at boostmobile.com/privacy.

Grand Prize Winner Determination: Prior to the start of the Promotion Period, a representative of Sponsor will randomly determine one (1) prize determination number (the "**Prize Determination Number**"). At the time of game play, the Sponsor's representative's computer will randomly generate one (1) number associated with your entry (the "**Participant Number**"). If the Prize Determination Number and the participant's Participant Number match identically and in order, the participant will be a potential winner of the Grand Prize, subject to verification of eligibility and compliance with these Official Rules. If there is a potential Grand Prize winner, such Grand Prize winner will receive instructions on screen at the time of Grand Prize winner determination on how to verify eligibility and claim the Grand Prize.

Secondary Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Secondary Prize available. If you are the first participant to play the game at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning prize message, you are not a prize winner.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these

Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

PRIZES/ODDS:

GRAND PRIZE:

One (1) Grand Prize is available. The Grand Prize consists of \$1,000,000 awarded in the form of an annuity that pays out \$50,000 per year for twenty (20) years without interest. **THERE IS NO GUARANTEE THAT THE GRAND PRIZE WILL BE AWARDED.** The odds of winning the Grand Prize are 1:20,000,000.

SECONDARY PRIZES:

Thirty-Five Thousand (35,000) Secondary Prizes are available. Each Secondary Prize consists of a \$10 Boost Mobile Reboost Card ("**Reboost Card**"). The Reboost Card is subject to separate terms and conditions imposed by issuer. Odds of winning a Secondary Prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all Secondary Prizes will be awarded.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Limit one (1) prize per person.

GENERAL PRIZE CONDITIONS: Winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may be required to and the Grand Prize winner must, sign and, in the case of the Grand Prize winner, have notarized, an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a

Publicity Release (collectively, "**Prize Claim Documents**"). If any winner fails or refuses to sign and return all Prize Claim Documents within five (5) business days of prize notification (or a shorter time if required by exigencies), winner may be disqualified. In such event, for the Grand Prize, at the discretion of Sponsor the Grand Prize will either not be awarded or a new Prize Determination Number will be selected and, for any Secondary Prize, the prize will be placed back into the prize pool, time permitting. The Grand Prize winner, if one, will receive a 1099 following awarding of the Grand Prize.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. In the event of early termination, the Grand Prize will not be awarded and any remaining Secondary Prizes will be awarded in a random drawing from among all eligible persons who have registered for and participated in the Promotion prior to the time of such termination. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: For the names of the winners, if any, send a self-addressed, stamped envelope to: Boost Mobile \$1,000,000 Sweepstakes Winners, 3030 LBJ Freeway, Suite 300, Dallas, TX 75234. All such requests must be received within six (6) weeks after the end of the Promotion Period.

SPONSOR: Boost Mobile, LLC., 6591 Irvine Center Drive, Irvine, CA 92618