

HBCU LEVEL UP OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE HBCU LEVEL UP CONTEST (CONTEST) IS OFFERED ONLY IN THE 50 UNITED STATES, PUERTO RICO, AND THE DISTRICT OF COLUMBIA BY AT&T AND ONE SOLUTION (TOGETHER “SPONSOR”) TO PROMOTE OUR ONGOING COMMITMENT TO THE AFRICAN AMERICAN COMMUNITY AND HIGHER EDUCATION. CONTEST BEGINS OCTOBER 17, 2018 AT 12:01 AM PDT AND ENDS November 9, 2018 AT 9:00 PM PDT (“CONTEST ENTRY PERIOD”). AT&T’s computer is the official time-keeping device for the Contest.

ELIGIBILITY:

The HBCU Level Up Contest is open only to legal residents of the fifty (50) United States, Puerto Rico, and the District of Columbia who are at least 18 years old. All applicable federal, state, and local laws and regulations apply. Void where prohibited.

The following people are not eligible to enter and will be disqualified if entered: employees of AT&T, One Solution or any of their respective parents subsidiaries and affiliated companies, advertising and promotion agencies, or the judging organization, or any member of their immediate families (spouse, parents, children, siblings and each of their respective spouses, regardless of where they live) or persons residing in the same household of such employees (whether related or not). Entrants must have an Instagram, Facebook or Twitter account in good standing and internet access. The Contest is in no way sponsored, endorsed, approved or administered by or associated with, Instagram, Facebook or Twitter.

WHAT CAN I WIN?

Prize[s]: Five (5) cash prizes of \$5,000 each will be awarded, by a panel of qualified judges, whose decisions regarding the contest and related matters are final. Total ARV of all prizes is \$25,000.

Limit one (1) prize per person. No more than five prizes will be awarded. Prize awards are subject to verification of eligibility and compliance with these Official Rules. All prizes will be awarded via check. All federal, state and local taxes and any other costs and expenses associated with the prize acceptance not specified herein as being provided are the sole responsibility of the winner[s]. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value in its sole discretion. Prize[s] is awarded “as is” without any warranty or guarantee, either express or implied by Sponsor. Prize[s] is non-assignable and non-transferable, not redeemable for cash and cannot be substituted except at the sole discretion of Sponsor. All prize details are at the sole discretion of Sponsor. If eligible winner is 18 years of age but still deemed a minor in his/her state of residence, Sponsor reserves the right to award such prize in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein.

HOW DO I ENTER?

On Instagram, Facebook, or Twitter, post an original video showcasing how you “level up and dream in black” as it relates to a Historically Black College or University (“HBCU”) or HBCU affiliation and use the hashtags #hbculevelup and #dreaminblack. You can show us a dance,

a song, a poem or any other creative interpretation of the theme. Just demonstrate, for example, how you pursue your dreams, actualize your gifts and talents, and/or positivity, in the context of a HBCU. Video must be 30-60 seconds in length, be in English and be publicly accessible on Instagram. Only the entrant may appear in the video. For safety reasons, do not include any personal contact or identifying information in your entry or entry description. For example, do not include your phone number or address in the description of your entry. All personal contact or identifying information will be requested if you are a selected winner. Use of automated processes and devices, script, macro or any means which subvert the entry process are not permitted and all such entries will be void. Limit one (1) Entry per person. SUBMISSION OF ANY ENTRY IN THIS CONTEST CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE, AND TRANSFERENCE TO SPONSOR OF ALL RIGHTS, TITLE, AND INTEREST IN THE ENTRY, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.

ADDITIONAL ENTRY INFORMATION

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; features the brand, catchphrase, or logo of any organization, campaign, contest, etc. that is not affiliated with AT&T
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wish to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor on its own. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

PERMISSIONS

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Instagram, Facebook, Twitter and in other online and offline media designated by Sponsor without any limitations or restrictions. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry at any time or for any reason whatsoever. Entrants agree that they will not use the Entry for any other purpose without the express consent of Sponsor in each instance.

By submitting an Entry, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

By participating, each entrant agrees that his/her Entry complies with these Official Rules and that Sponsor's and the judges' decisions shall be final and legally binding in all matters relating to the Contest. Sponsor or judges, in their sole discretion, may disqualify an Entry for any reason, including if they determine, in their sole discretion, that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as they determine in their sole discretion.

CAUTION -- ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

HOW WILL ENTRIES BE JUDGED?

All Entries must meet the Contest requirements and comply with these Official Rules to be eligible.

Judging: All eligible Entries received will be judged by a team of experts from the HBCU LevelUp Contest Sponsor Group, including but not limited to representative(s) from AT&T, representative(s) from One Solution, and Ciara, based on the following criteria: **Creativity/Challenge Integration 40%; Originality 40%; Social Reach 20%**. The (5) Five Entries with the highest total scores will be deemed the potential winner. In the event of a tie, an additional, "tie-breaking" judge will determine the winner(s) based on the criteria listed herein. Judges and Sponsor reserve the right not to award all prizes if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries.

Potential winner[s] will be notified no later than November 12, 2018. via Direct Message. Potential winners will be required to sign an affidavit of eligibility and a liability release/assignment of rights and return all documents to Sponsor within one (1) day of date of notification. Return of notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion,

a new winner may be selected. A published list of winners will also be presented on the website and social media on November 15, 2018.

General Conditions: AT&T and One Solution], their promotional and advertising agencies, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support of the Contest, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, employees, representatives and agents, as well as each of their respective successors, representatives and assigns (collectively, "Released Parties" shall have no liability and shall be held harmless for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, use or misuse of the prize or participation in this Contest. Released Parties are not responsible for lost, late, delayed, destroyed, misdirected, garbled, incomplete, inaccurate, stolen or otherwise undeliverable Entries or registrations that cannot be processed due to phone, network, electronic or computer hardware or software failure, or technical failures of any kind, whether caused by Released Parties, entrants or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries or registrations, the announcement of the prize[s], or which may damage a user's system or limit a entrant's ability to participate in the Contest. Released Parties are not responsible for any changes, effects or damages caused to the entrant's computer system as a result of participation in the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates the Official Rules. Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest should virus, bugs, non-authorized human intervention, fraud or other causes corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of such cancellation or termination, Sponsor reserves the right to determine the potential winner[s] from among all eligible, non-suspect Entries received prior to such action using the Judging Criteria detailed herein. If a Potential Winner is found ineligible for any reason, he/she will forfeit his/her cash award and such prize may be awarded to another Potential Winner, or not, at the Sponsor's discretion. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Winner, by acceptance of the prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes in all media now known or hereafter discovered, worldwide in perpetuity, without further compensation or notification to, or permission from entrant or any other third party.

Disputes: Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Rules/Winners List Requests: To obtain these rules or a list of contest winners, send a self-addressed stamped envelope to: the 360 Agency, 10250 Constellation Blvd Suite #100, Century City, CA 90067. Requests for winners' lists must be postmarked on or before November 30, 2018.

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Administered By: AT&T, Inc. 2260 E Imperial Highway, El Segundo, CA 90245

ABBREVIATED RULES

NO PURCHASE NECESSARY. Open only to legal residents of U.S, P.R. & DC, 18 years of age or older. Void where prohibited. Subject to Official Rules at www.globalgrind.com/hbcu. Sponsored by AT&T, Inc. 2260 E Imperial Highway, El Segundo, CA 90245, **and One Solution, LLC, 4 NY Plaza, Suite 500, New York, NY 10004.**