THE WIN WITH ULTRA MOBILE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIOD: The Win with Ultra Mobile Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, October 1, 2024 and ends at 11:59:59 PM ET on Saturday, November 30, 2024 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 or older in Alabama and Nebraska; 21 or older in Mississippi) at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. Territories and Possessions, outside the U.S., and wherever else prohibited by law. Employees of UVNV, Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are four (4) ways to enter.

<u>Method #1: Online Entry</u>. During the Sweepstakes Period, visit www.winwithultra.com and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). Online Entries must be received between Tuesday, October 1, 2024 at 12:00:01 AM ET and Saturday, November 30, 2024 at 11:59:59 PM ET. <u>There is a limit of one (1) Online Entry per person</u>.

<u>Method #2: Instagram Entry</u>. During the Sweepstakes Period, @UltraMobile will post on Instagram inviting participants to enter the Sweepstakes (the "Instagram Post"). To receive one (1) entry into the Sweepstakes (the "Instagram Entry") complete the following two (2) steps:

- Step One: Follow @UltraMobile on Instagram.
- Step Two: Locate the Instagram Post on Instagram, like the Instagram Post, and comment on the Instagram Post with your favorite streaming service and the hashtag #UltraMobileSweepstakes.

Instagram Entries must be received between the time the Instagram Post is posted on Instagram by the Sponsor and 11:59:59 PM ET on Saturday, November 30, 2024. <u>There is a</u> <u>limit of one (1) Instagram Entry per person</u>. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc. By submitting an Instagram Entry, entrants agree to Instagram's Terms of Use. DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. You do not need to include anything in your comment other than naming your favorite streaming service and the hashtag #UltraMobileSweepstakes However, if you choose to include additional content in your

comment, you must abide by the following guidelines and conditions: a) Instagram Entry cannot contain content that is irrelevant to the purpose of the Sweepstakes; b) Any content included with the Instagram Entry must be original and entrant's own work; c) Instagram Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity; d) Instagram Entry cannot be violent or promote firearms/weapons; e) Instagram Entry cannot promote alcohol, illegal drugs or tobacco; f) Instagram Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies; g) Instagram Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner; h) Instagram Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group; i) Instagram Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission; j) Instagram Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram wish to associate; k) Instagram Entry cannot depict illegal activity and cannot itself be in violation of any law; and I) Instagram Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.

<u>Method #3: Purchase Entry</u>: During the Sweepstakes Period, participants who purchase an Ultra Unlimited, Ultra Unlimited+, or Walmart Ultra Unlimited plan from Ultra Mobile will receive one (1) entry into the Sweepstakes (the "Purchase Entry"). Purchase Entries must be received between Tuesday, October 1, 2024 at 12:00:01 AM ET and Saturday, November 30, 2024 at 11:59:59 PM ET. There is a limit of one (1) Purchase Entry per person. Purchases that are cancelled, declined or otherwise not completed will not result in a Purchase Entry.

<u>Method #4: Free, Alternate Method of Entry ("AMOE") / Mail-in Entry</u>. To enter without purchasing an Ultra Mobile plan, clearly hand-print your name, complete address, email address and phone number on a sheet of paper and mail that sheet of paper in an addressed envelope with proper postage to the following address to receive one (1) entry into the Sweepstakes (the "Mail-In Entry"): The Win with Ultra Mobile Sweepstakes, PO Box 776, Social Circle, GA 30025-0776. Each Mail-In Entry must be mailed separately and must be postmarked between Tuesday, October 1, 2024 and Saturday, November 30, 2024 and received by Saturday, December 7, 2024. There is a limit of one (1) Mail-In Entry per person.

Online Entry, Instagram Entry, Purchase Entry and Mail-In Entry are collectively referred to herein as "Entry" or "Entries". Limit: Regardless of the method of entry, there is a maximum limit of three (3) Entries per person. Although subsequent attempts to enter may be received, only the first three (3) complete Entries received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address or Instagram account, will be disqualified. All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned. Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: There are fifty (50) prizes available to be won. Each prize winner (each, a "Winner") will receive a prize package to include:

- Six (6) months of Ultra Mobile Unlimited Service which will be awarded in the form of a 3-in-1 SIM card; and
- Six (6) months of Winner's choice of streaming service which will be awarded in the form of a \$150 pre-paid bank gift card.

The ARV of each prize is \$420.

The total ARV of all prizes available to be won: **\$21,000**. There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The potential Winners will be selected in a random drawing on or about **Tuesday, December 10, 2024** from among all eligible Entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION:

If a Winner entered via Online Entry, Purchase Entry or Mail-In Entry: If a potential Winner entered via Online Entry, Purchase Entry or Mail-In Entry, such potential Winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to confirm their full name, shipping address and date of birth within three (3) days of notification. Noncompliance will result in disqualification and an alternate winner may be selected.

If a Winner entered via Instagram Entry: If a potential Winner entered via Instagram Entry, such potential Winner will be notified by @UltraMobile via direct message or comment on Instagram. The potential Winner must respond as instructed to the notification by providing their full name, email address, shipping address and date of birth within three (3) days of notification. Noncompliance will result in disqualification and an alternate winner may be selected.

Prizes will be awarded within approximately 45 days after all Winners are verified.

If a prize notification or prize is returned as undeliverable, or if a Winner is found to be ineligible or not in compliance with these Official Rules, that Winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential Winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of Entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the Winner's sole responsibility.

Prizes and prize components will not be replaced if lost or stolen. Ultra Mobile Unlimited Service prizes are subject to the terms and conditions found at https://www.ultramobile.com/mobile-plans-terms-conditions/. 3-in-1 SIM Card must be activated within 45 days of receipt. Pre-paid Bank Gift

Card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use Winner's name, prize won, hometown (city/state), likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Meta Platforms, Inc. and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address or Instagram Account submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or the natural person to whom the Instagram account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address or Instagram account associated with the Entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible Entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission 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; or (iii) any injury or damage to entrant's or any other person's computer or device related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disgualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any promotion it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: 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 Sweepstakes will 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 laws.

BY ENTERING THE SWEEPSTAKES, 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 SWEEPSTAKES, 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.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Orange County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Orange County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Orange County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at https://www.ultramobile.com/privacy-policy/.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.winwithultra.com or send a self-addressed, stamped envelope by December 10, 2024, to: **The Win with Ultra Mobile Sweepstakes** <u>Official Rules Request</u>, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after December 10, 2024), send a stamped, self-addressed envelope (no later than January 10, 2025) to: The Win with Ultra Mobile Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: UVNV, Inc., 1550 Scenic Avenue, Suite #100, Costa Mesa, CA 92626.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044 www.ussweeps.com

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