

“AT&T Sign Makr”
Terms & Conditions (“Terms”)

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR HAVE A CHANCE TO WIN

PROMOTION ENTRY PERIOD & SPONSOR: The “AT&T Sign Makr” (the “**Promotion**”) starts at 12:01 am Eastern Time (“**ET**”) on 9/24/20 and ends at 11:59 pm ET on 1/15/21 (the “**Submission Period**”) as detailed below.

The sponsor of the Promotion is AT&T Services, Inc., 208 S Akard St. Dallas, TX 75202 (“**Sponsor**”). The Promotion is subject to these Terms. By participating, participant agrees to be bound by the Terms herein, which are binding and final on all matters relating to the Promotion, and to all applicable federal, state and local laws.

ELIGIBILITY: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia (collectively, the “**Eligibility Area**”), who as of the date of their Submission (defined below) into the Promotion are thirteen (13) years of age or older. **Minors should have their parent’s or legal guardian’s permission before participating in the Promotion.**

HOW TO PARTICIPATE: During the Promotion Period visit the website at www.Signmakr.com (the “**Promotion Site**”) and follow all of the on-screen instructions to create and submit your sign (“**Sign**”) utilizing the provided tool and images and include your own original text, completing all required fields on the provided form (providing your first and last name and email address, attesting to being age eligible and having read and agreeing to the Terms and clicking on “Submit” to submit your (“**Submission**”) into the Promotion subject to the terms of these Terms.

Submissions may be referred to herein collectively as “Submissions” and each submitter of a Submission, a “Participant”. There is a limit of ten (10) Submissions per Participant per week; with only the first Submission eligible for the Physical Mosaic (as defined below).

Sponsor is not responsible for lost, late, stolen, damaged, misdirected, undelivered, garbled, illegible, or otherwise defective, deficient or impermissible Submissions, or for computer hardware or software failures, malfunctions, errors or difficulties of any kind, whether human, electronic, computer, mechanical, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Submissions, or in any Promotion-related materials.

I. Submission Requirements:

1. Participants agree to and understand that Submissions may be made available to the public, including without limitation, publishing on the Internet. Whether or not Submissions are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Submissions.
2. Each Submission must be an original creation of the submitting Participant which is under no restriction, contractual or otherwise, that will prevent Sponsor’s use of the Submission and each Submission must be free of any and all liens, encumbrances and claims of third parties. Participant acknowledges, agrees and warrants that nothing in the Submission infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Participant, absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any

person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Participant agrees to indemnify and hold harmless each of the Promotion Entities (defined below), and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Participant of these Terms or the warranties and representations made by Participant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Participant's original creation.

3. By submitting a Submission, the Participant agrees, for zero compensation and solely for Promotion consideration, to grant to Sponsor all intellectual property rights in the Submission and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Submission through any media (physical or digital) available at any time during, or after, the Promotion Period on any related websites, in any promotional materials, whether related or unrelated to the Promotion, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Promotion. In addition, Participant warrants that any so called "moral rights" in the Submission have been waived and Participant acknowledges and agrees that Sponsor may use any ideas from any Submission or other submitted materials. Participant agrees to release, defend, indemnify and hold harmless each of the Promotion Entities, and each of their owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Participant or Participant's heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Participant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Submission and any portion thereof, or the likeness of any natural person therein.
4. Participants are responsible for securing necessary permissions, talent and location releases, and licenses for any material contained in the Submission.
5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Submission.

II. Submission Content Restrictions: Submission must not contain material that:

1. Depicts or describes someone smoking or intoxicated;
2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any corporate or brand names, logos, trademarks, slogans, political, personal and religious statements;
5. Contains indecent or unsafe behavior or situations, profanities or obscenities, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortious, slanderous or libelous;

6. References persons or organizations without their written permission;
7. Disparages any persons or organizations;
8. Includes threats to any person, place, business or group; and
9. Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Failure of Submission to comply with the above "Submission Requirements" and "Submission Content Restrictions," as determined by Sponsor in its sole discretion, may result in disqualification of Participant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Submission that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity, does not comply with these Terms, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein

All Submissions shall become the exclusive property of Sponsor and will not be returned. Submissions must be suitable for presentation in a public forum, in sole determination of Sponsor.

The Sponsor's database clock will be the official timekeeper for this Promotion.

All federal, state, and local rules and regulations apply.

For purposes of this Promotion, a Submission is "received" online when the Sponsor's server records the Submission information. Proof of sending (such as an automated computer receipt confirming Submission or "thanks for submitting" message) does not constitute proof of actual receipt of a Submission for purposes of this Promotion. Illegible and/or incomplete Submissions and Submissions submitted by Participants who do not meet the eligibility requirements (including all requirements with respect to age) are void. Those who do not follow all of the instructions, provide the required information in their Submission, or abide by these Terms or other instructions of Sponsor may be disqualified.

PRIVACY INFORMATION: Participating in the Promotion constitutes consent to transfer personal information collected from the Participant to the Sponsor for the purposes of administering the Promotion and for such other purposes to which a Participant may consent as outlined in these Terms. More specifically, Sponsor and/or its third-party administration companies may collect information that a Participant provides to participate in the Promotion and will use personal information a Participant provides to enter the Promotion to actually conduct the Promotion. All information collected by Sponsor in connection with participation in the Promotion will be subject to Sponsor's **Privacy Policy** statement as posted on Sponsor's Privacy Policy: <https://about.att.com/csr/home/privacy.html>.

Sponsor may provide the personal information a Participant provides to enter this Promotion to third party administration companies for the sole purpose to administer this Promotion. You understand that any personally identifiable information you provide shall be used only in a manner consistent with these Terms.

SUBMISSION SELECTION: All eligible Submissions will be included in the one (1) digital version of a mosaic (the "**Digital Mosaic**").

Three (3) physical mosaics (each a "**Physical Mosaic**" and in the plural "**Physical Mosaics**") will also be produced for Sponsor-determined usage at select events. The Submissions included

on the Physical Mosaics will be determined by a computer-generated algorithm selecting Signs from the eligible Submissions.

Digital Mosaic and Physical Mosaic may be referred to hereafter as a “**Mosaic**”.

Each Participant will receive an email to the email address included with the Submission, generated with his or her Sign created in a Mosaic, to download and share as desired. Sponsor is not responsible for any failure of attempted delivery of such notice using the above-referenced notification method. Decisions of Sponsor and Administrator (defined below) shall be final and binding in all matters relating to this Promotion

Use of a Submission is subject to the Participant’s acceptance of all requisite conditions within these Terms and Participant’s ability and agreement to grant the rights set forth in these Terms.

RELEASES: The Promotion Entities, and any and all Internet server(s) and access provider(s), and each and all of their respective parent corporations, successors, subsidiaries, affiliates, related entities, licensees, assigns, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, “**Releasees**”) are not responsible for: any incorrect or inaccurate Submission information; inability to connect with any website, including but not limited to the Promotion Site; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, hardware or software, including without limitation any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in the Promotion; theft, tampering, destruction, or unauthorized access to, or alteration of, Submissions; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site or for any other reason whatsoever; typographical, printing or other errors; any other Promotion related materials which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. Participants, by participating in the Promotion, agree that the Releasees shall have no liability whatsoever for, and shall be held harmless by Participants against, any liability for any injuries, losses or damages of any kind, including, but not limited to, death or injury to persons, or property loss or damage, relating or resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any award or participation in this Promotion. Proof of attempting to submit a Submission is not considered proof of delivery or receipt. Illegible or incomplete Submissions will be disqualified. All Submissions become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Submissions or acts shall render its Participant(s) ineligible. By participating in the Promotion, Participants affirm that they have read and accepted these Terms.

GRANT OF RIGHTS: By participating in the Promotion, each Participant (and the Participant’s parent or legal guardian if the Participant is a Minor) hereby grants and agrees to grant to Sponsor and its affiliates, and to their respective successors, licensees, assignees and other authorized designees, a perpetual, fully-paid, royalty-free, transferable, fully sublicensable, worldwide, irrevocable, non-exclusive right and license to reproduce, transcode, edit, modify, combine with others, create derivative works from, transmit, disseminate, distribute, re-use, re-post, make available, combine with other content, exhibit, perform, publish, display, use and otherwise exploit the Participant’s Submission information, and any comments or statements of the Participant related to the Promotion or any of the Promotion Entities, all of the foregoing in any media, manner, technology or content delivery mechanism now known or hereinafter devised for the following purposes: in connection with the Promotion, its administration, promotion, advertising or publicity, and/or as otherwise desired by Sponsor in its sole discretion other than in connection with the Promotion, each of the foregoing without the necessity of obtaining further consent or making any payments.

CHOICE OF LAW / LIMITATION OF LIABILITY: Each Participant acknowledges and agrees that the internal substantive laws (without regard to the choice of law rules) of the State of Texas, United States of America, applicable to contracts made and performed entirely in Texas shall govern the construction, validity, enforceability, and interpretation of these Terms, the rights and obligations of the Participants and Releasees (in connection with the Promotion), and all other issues, questions, causes of action (whether sounding in contract or in tort) arising out of or relating to these Terms and the Promotion.

GENERAL: If for any reason this Promotion is not capable of running as planned, or if this Promotion or any web site associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Promotion and processing of Submissions in accordance with these Terms, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Participants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Promotion or any portion thereof. In the event this Promotion is canceled, the Sponsor may (at Sponsor's sole discretion) complete the Promotion utilizing all eligible, non-suspect Submissions received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at Promotion Site. The Releasees are not responsible for the actions of Participants in connection with the Promotion, including Participants' attempts to circumvent the Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the Participant, as well as other possible consequences, including disqualification from any and all existing and future promotion, contest or sweepstakes. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted a Submission, the Submission will be deemed submitted by the authorized account holder of the email address provided at time of Submission. The natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address is deemed the authorized account holder of the email address used for the Submission.

NOTE: Submissions must be made by the Participant only as detailed above. Submissions made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial promotion subscription notification and/or submitting service sites, will be declared invalid and disqualified for this Promotion. Submissions generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Submission process is prohibited. Submissions or other Promotion materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Terms may be disqualified from the Promotion at Sponsor's sole and absolute discretion.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal

provision were not contained herein. Sponsor's failure to enforce any term of these Terms will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Promotion Site and/or the terms and conditions of the Terms, the Terms shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

NO INJUNCTIVE RELIEF: EACH PARTICIPANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE PROMOTION OR ANY OTHER MOTION PICTURE, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

TERMS: Terms are available at <http://www.signmakr.com/OfficialRules.pdf> during the Promotion Period.

Promotion Administrator.

Wasserman Media Group, 4208 Six Forks Rd #1020, Raleigh, NC 27609

Sponsor.

AT&T Services, Inc., 208 S Akard St. Dallas, TX 75202

Promotion Administrator and Sponsor may be referred to herein as "**Promotion Entities**".

Terms & Conditions © AT&T Services, Inc.

© 2020 AT&T Services, Inc. All Rights Reserved.