

**T-Mobile USA
Social King of CES Contest
Official Rules**

By Participating in this Contest, each contestant accepts the conditions stated in these Official Rules and agrees to be bound by the decisions of the Sponsor and warrants that he/she is eligible to participate in the Contest.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS & VALID E-MAIL ADDRESS REQUIRED. VOID WHERE PROHIBITED BY LAW.

PARTICIPATION LIMITED TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA EXCLUDING VERMONT, ARIZONA, COLORADO, MARYLAND, MONTANA, IOWA, LOUISIANA AND NEBRASKA.

1. **Sponsor:** T-Mobile USA, Inc., 12920 SE 38th St., Bellevue, WA, 98006 ("Sponsor").
2. **Administrator:** LeadDog Marketing Group, 159 W. 25th Street, 2nd Floor, New York, NY 10001 ("Administrator").
3. **Eligibility:** The T-Mobile® Social King of CES Contest ("Contest") is open only to legal residents of the 50 United States and Washington D.C., excluding Vermont, Arizona, Colorado, Maryland, Montana, Iowa, Louisiana and Nebraska, who are at least 18 years of age or the age of majority in the jurisdiction of their residence (whichever is older) as of the date of signing up for the T-Mobile Social King of CES Perk on www.klout.com. Void where prohibited or restricted by law. Any individuals (including but not limited to employees) who have, within six (6) months prior to the start date of the Contest, performed services for Sponsor, Administrator, Big Fuel Communications, LLC, Klout, Inc. ("KLOUT"), the Consumer Electronics Association ("CEA"), the Consumer Electronics Show ("CES") or any of their respective parent, affiliated or subsidiary companies or who have within six (6) months prior to the start date of the Contest performed services for any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, supplying the prizes, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win (all entities and individuals identified in this sentence, together, the "Contest Entities"). Employees must secure permission from supervisory personnel, as appropriate prior to participating in the Contest. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three consecutive months a year, whether related or not. Sponsor reserves the right to disqualify from this Contest any person they believe has intentionally violated these Official Rules.
4. **How to Participate:** The Contest begins on or about 11:59 p.m. Pacific Time ("PT") on 1/09/12 and ends 11:59 p.m. PT on 1/13/12 ("Contest Period"). Sponsor's computer is the official clock for this Contest.

Step 1 – Register for KLOUT and sign up for T-Mobile Social King of CES Perk

Navigate the Internet to Klout.com/perks/TMobile/CES ("Website") and sign up for the T-Mobile Social King of CES Perk. You need a KLOUT account to participate and can create an account at www.klout.com by connecting either your Twitter or Facebook

account. You must allow KLOUT to access your Twitter and/or Facebook account information in order to create a KLOUT account; see KLOUT's Privacy Policy at klout.com/corp/privacy and Understanding KLOUT: KLOUT and Your Data (at klout.com/understand/privacy) for additional information. You can then submit additional social media accounts. You can select from Twitter, Facebook, Foursquare, YouTube, Blogger, WordPress, Tumblr, Flickr, LinkedIn, Instagram and Last.fm ("social media platforms"). You must authenticate each social media platform account to use it, allowing Klout to monitor your activities on the social media account. Once you've registered for the KLOUT T-Mobile Social King of CES Perk you will be prompted to add CES2012 as a topic to your KLOUT profile.

Step 2 – Raise your influences (+K) on the topic of CES2012

Use your social media platforms to share your perspective of CES using the hashtag #CES2012 via comments, public (not private) tweets/retweets, likes, and other social interactions, with the objective of encouraging your friends/followers to award a "+K" indicating that you have influenced them regarding the topic CES2012. TO COUNT FOR PURPOSES OF THE CONTEST, THE "+K" MUST BE SPECIFIC TO THE TOPIC CES2012. Use of social media platforms is subject to their policies/guidelines/community standards; IT IS YOUR SOLE RESPONSIBILITY TO FULLY COMPLY WITH ALL SUCH POLICIES/GUIDELINES/COMMUNITY STANDARDS OF SOCIAL MEDIA PLATFORMS. For example, if using a Twitter account in conjunction with this Contest (and KLOUT generally), your tweets/retweets must be created and published in full accordance with the Twitter Rules and Terms of Service; only one (1) Twitter account should be used; do NOT retweet the same content repeatedly; the hashtag #CES2012 should not be used for purposes other than this Contest and KLOUT generally.

Any comments, tweets/retweets, likes and other social interactions must be undertaken in accordance with the Terms of Service of KLOUT (klout.com/corp/terms). Without limiting the foregoing, any comments, tweets/retweets or other social interactions must represent your true, honest opinion as to the 2012 CES; must not be inappropriate, vulgar, offensive or profane; must be original; must not violate any rights of a third party; must not endorse or promote illegal conduct. Providing that the comments, tweets/retweets or other social interactions are relevant (i.e., they concern the 2012 CES) and otherwise are in compliance with the Terms of Service of KLOUT and these Official Rules, the actual content of the comments/tweets/retweets/other social interactions will not directly affect one's ability to enter or win a prize. You are encouraged to advise your friends/followers that your comments, tweets/retweets and other social interactions were undertaken in part because you wish to participate in this Contest.

If one chooses to participate in the Contest via mobile phone (as opposed to via computer), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Use of T-Mobile as your wireless carrier is not required to participate in the Contest, nor will use of T-Mobile as your wireless carrier improve your chances of winning.

PERSONS MUST ACT IN A SOCIALLY ACCEPTABLE, APPROPRIATE AND RESPECTFUL MANNER AT ALL TIMES IN PARTICIPATING IN THE CONTEST. ENGAGING IN UNRULY OR INAPPROPRIATE BEHAVIOR (AS DETERMINED BY SPONSOR/ADMINISTRATOR IN THEIR SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION AND/OR OTHER LEGAL SANCTIONS.

Sponsor, KLOUT, and their respective agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest (in whole or in part) and/or klout.com itself is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond Sponsor's or KLOUT's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor and KLOUT reserves the right, in their sole discretion, to disqualify any individual who tampers with the Contest, and to terminate, modify or suspend the Contest. In such event, Sponsor and KLOUT reserve the right to conduct the Contest and award the prizes for the Contest in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor and KLOUT in their sole discretion. Notice of termination/suspension of the Contest will be posted on the Website. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, data related to the Contest, or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic data to be received/recorded on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to contestant's or any other person's computer or mobile phone related to or resulting from participation in or downloading any materials from this Contest.

Contestants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. Each of Sponsor, Administrator and KLOUT, in their sole discretion, reserves the right to disqualify and prohibit from participating in the Contest any person who Sponsor/Administrator/KLOUT determines (in their sole discretion) is or is attempting to: (i) tamper with the Website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) annoy, abuse, threaten or harass any other participant(s), the Contest Entities or any of the Contest Entities' agents; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Website. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR AND/OR ADMINISTRATOR AND/OR KLOUT MAY DISQUALIFY ANY CONTESTANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. (The preceding includes but is not limited to any attempt by a contestant to falsify, manipulate or otherwise artificially increase his/her "+K" score regarding CES2012, as determined by Sponsor, KLOUT and/or Administrator in their sole discretion.)

5. **Judging (Winner Determination/Notification):** The qualified person with the highest +K score on the topic of CES2012 at the end of the Contest Period will be the Grand Prize winner and earn the title "T-Mobile Social King of CES". The qualified person with the second highest +K score at the end of the Promotion Period will be the First Prize winner. The qualified person with the third highest +K score at the end of the Promotion Period will be the Second Prize winner. In the event of a tie, the tie will be broken by means of a skill based mechanism of Sponsor's sole choosing. NOTE: THE BLUE SASH ICON OR ANY OTHER LOGO OR INDICATION ON KLOUT.COM AS TO ONE'S +K SCORE IS FOR INFORMATIONAL PURPOSES ONLY AND DOESN'T MEAN THAT A GIVEN CONTESTANT IS A POTENTIAL WINNER. YOU ARE NOT A POTENTIAL WINNER UNLESS AND UNTIL YOU ARE PERSONALLY NOTIFIED BY SPONSOR/ADMINISTRATOR TO SUCH EFFECT.

The potential winners will be contacted by e-mail within thirty (30) days of the end of the Contest Period. Potential winners may be required to sign and return within three (3) business days of notice an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law. If potential winner does not reply to such notification and

return the required documents within three (3) business days and/or if the e-mail notification is returned as undeliverable after two (2) attempts, such potential winner may be disqualified and an alternate potential winner selected as per the judging procedure outlined above. In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

6. Prizes, Approximate Retail Value ("ARV") and Odds of Winning:

GRAND PRIZE (1 winner): Grand Prize winner will receive one (1) Samsung Galaxy SII Phone with a one (1) year contract for T-Mobile's Classic Unlimited - Ultra Service which provides unlimited talk, text and data. Grand Prize winner will also receive one (1) Samsung Galaxy Tab 10.1 with T-Mobile 4G Mobile HotSpot and T-Mobile Mobile Broadband \$50/Month Pass. **ARV of Grand Prize: \$2,794.85.**

FIRST PRIZE (1 winner): First Prize winner will receive one (1) Samsung Galaxy SII Phone and one (1) \$50 SIM card which provides unlimited T-Mobile talk, text and web service for one (1) month. **ARV of First Prize: \$579.99.**

SECOND PRIZE (1 winner): Second Prize winner will receive one (1) Samsung Galaxy SII Phone and one (1) \$50 SIM card which provides unlimited T-Mobile talk, text and web service for one (1) month. **ARV of Second Prize: \$579.99.**

ARV of all prizes in Contest: \$3,954.83.

Limit of one (1) prize per person or household.

Except as specifically described in the prize description(s) of this Section 6, service plan not included with prize. Any costs and incidentals not specified herein are the winners' sole responsibility. Prize may not be sold, traded, transferred, refunded, commissioned or redeemed by prize winner for cash value.

Sponsor is solely responsible for prize delivery. Prize elements may be subject to additional restrictions. Sponsor, in its sole discretion and for any or no reason, may award a substitute or alternative prize/prize component of comparable or greater value. Any portion of a prize not accepted by a winner will be forfeited, and the Released Parties (as hereinafter defined) shall not be responsible for any inability of winner to accept or use any portion of the prize for any reason. All applicable federal, state and local taxes are the sole responsibility of each winner. Grand Prize winner will receive an IRS Form 1099 reflecting the actual final retail value of the prize. Odds of winning conditioned on number of contestants in Contest and each contestant's ability to generate social influence relative to other contestants. Participation is subject to the written company policy of contestant's employer as to receipt of prizes/gifts/awards from third party vendors, as applicable.

- 7. Conditions and Limitations of Liability:** By participating, contestants agree to be bound by these Official Rules and the decisions of Sponsor, KLOUT and Administrator, which shall be final and binding in all respects and not subject to contest or appeal. These decisions include but are not limited to the tabulation of one's +K score. By participating in this Contest, contestants hereby release and hold harmless the Contest Entities, as well as each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession or use/misuse of any prize. By entering, contestants also authorize the Sponsor, KLOUT and their designees to use their name, voice, likeness, photograph, prize information (if

applicable), biographical data and city and state of residence in programming, advertising and/or promotional material or on a winner's list (if applicable) without compensation to the extent permitted by law. Sponsor and KLOUT are not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's and KLOUT's sole discretion, without obligation or compensation to contestant. Contest subject to the laws of the United States only. Subject to the controlling law and venue provisions of Section 8 hereof, all applicable federal, state and local laws and regulations apply.

8. **Disputes/Choice Of Law:** Except where prohibited, and subject to the release and waiver of claims provision herein, contestants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with Contest (excluding any and all disputes, claims, and causes of action arising out of or connected with the prize or the use thereof), or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) waive any right to seek or obtain injunctive or other equitable relief, and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering and/or participating in the Contest, but in no event attorneys' fees; and (4) under no circumstances will contestant be permitted to obtain awards for, and contestant hereby waives all rights to claim, punitive, incidental, special, exemplary 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 contestant and/or Sponsor, Klout, Inc., Big Fuel Communications, LLC and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction, and all proceedings shall take place in the City of New York, County of New York.
9. **Winners List:** For the names of winners, mail a self-addressed, stamped envelope to: T-Mobile Social King of CES Winners", c/o LeadDog Marketing Group, 159 W. 25th Street, 3rd Floor, New York, NY 10001, no later than 4/17/12.

This Contest is in no way sponsored, endorsed, administered by, or associated with, Facebook. Contestants agree to release and hold harmless Facebook from any liability in conjunction with this Contest. In participating in this promotion, you are providing your information to Sponsor (and KLOUT), not to Facebook.

*USE OF THIRD PARTY TRADEMARKS ARE FOR PURPOSE OF PRIZE DESCRIPTION ONLY AND SUCH USE IS NOT INTENDED TO SUGGEST OR IMPLY SPONSORSHIP, ENDORSEMENT, OR THE APPROVAL OF THIS CONTEST.