The UScellular™ "Learn From Home Chronicles"

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE.

- **1. Overview/Promotion Period**: The UScellular "Learn From Home" Chronicles (the "Promotion")" sponsored by UScellular ("Sponsor"), begins on November 10, 2020 at 12:00:01 a.m. Central Time ("CT") and ends on March 31, 2021 at 11:59:59 p.m. CT (the "Promotion Period"). The Promotion invites eligible individuals (see Rule 2, below) to submit photos that demonstrate how they and/or their immediate family members have been learning from home during the Coronavirus pandemic.
- 2. **ELIGIBILITY**: To enter the Promotion, you must be 18 years of age or older (19 years or older if a resident of NE) and a current customer of UScellular. By entering, you agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to this Promotion. This Promotion is subject to all applicable federal, state and local laws and regulations.
- 3. HOW TO ENTER: To enter: (i) complete a registration form with all requested information at https://education.usccevents.com/; and (ii) create an original photo (collectively, your "Submission ") that shows you or a member of your immediate family (as that term is defined in Rule 2, above) learning from home during the Coronavirus pandemic. Enter your Submission by uploading it at https://education.usccevents.com/. The Submission must be your own original creation and must conform to the requirements and Content Restrictions (defined in Rule 6, below) outlined in these Official Rules.

Participants are solely responsible for internet connectivity, digital transmission, software and/or hardware that may be required in order to create and/or submit any Submission. Incomplete and/or non-compliant Submissions will be disqualified. Further, any Submission that does not comply with the Content Restrictions or with these Official Rules in any way will be disqualified.

All Submissions must be received by 11:59:59 pm CT on March 31, 2021. Limit one (1) Submission per person during the Promotion Period.

If you choose to enter via a mobile device, STANDARD MESSAGE RATES AND DATA CHARGES APPLY. Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to participate in the Promotion.

By entering, you represent and warrant that: (i) you own all rights in your Submission and that your Submission has not been copied in whole or in part from any other work; (ii) your Submission does not violate or infringe any copyright, trademark/trade name, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) your Submission has not been published previously; (iv) your Submission has not won awards; and (v) publication of your Submission via various media, including Web posting, will not infringe the rights of any third party. Each entrant agrees to indemnify and hold harmless the Sponsor from and against any claims to the contrary.

- **4. DETERMINATION OF WINNERS**: All Submissions will be evaluated by qualified judges on the basis of the following criteria: 25%, creativity, 25% originality, 25% entertainment quality and 25% adherence to the rules. The five (5) Submissions that receive the highest scores from the judges will be declared the winners of the prize described below (subject to verification of eligibility).
- **5.PRIZES:** A total of five (5) prizes will be awarded. Each prize will consist of the following: A two hundred fifty dollar (\$250.00) bill credit. Credit will be applied within approximately three billing cycles.

In addition, Sponsor may, but is not required to, feature the winning Submissions in media of its choice in accordance with the rights set forth on Rule 7, below.

Approximate Retail Value of each prize: \$250.00. Total value of all prizes: \$1,250.00.

6. CONTENT RESTRICTIONS: Participants must not include any of the following content (the "Content Restrictions") in any Submission: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities: (iv) content in violation of the intellectual property rights of any person or entity, including but not limited to logos and trademarks, other than those of the Sponsor; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) tobacco, alcohol or illegal drugs; (vii) dangerous stunts; (viii) real weapons of any kind including, but not limited to, guns, knives or projectiles; (ix) 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, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (x) any minors other than your children or legal wards; (xi) individuals other than entrant or his/her children/legal wards without express, written consent (proof of which may be required at any time); (xii) audio and/or visual content owned by any third party (e.g., recorded music, etc.); and (xiii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations of the United States. Any Submission that does not comply with the foregoing, as determined by Sponsor in its sole discretion, will be disqualified and eliminated from the Promotion.

7. RIGHTS GRANTED: By participating, each participant irrevocably and forever grants and assigns to Sponsor all worldwide rights, title, and interest in and to his/her Submission (and all works derived from it) including but not limited to all intellectual property rights, and agrees that Sponsor may reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Submission or portions of the Submission (as such may be edited and modified by the Sponsor at its discretion) for editorial, commercial, promotional and all other purposes (including without limitation posting on Sponsor-affiliated websites, social media sites and/or other Sponsor-selected media), without any kind of payment to the participant. Each participant expressly waives all rights to review or approve any use that Sponsor makes of his/her Submission in accordance with these Official Rules. By participating, each participant further agrees to waive all rights of attribution if his/her Submission is used by Sponsor or by anyone Sponsor authorizes, and to waive any moral rights in the Submission.

By participating in the Promotion, you agree that your Submission is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the you.

By participating in the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Submission or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

By participating, you warrant and represent that your Submission conforms to the requirements and restrictions set forth herein and with all of these Official Rules, and agree that Sponsor, in its sole discretion, may void your Submission and disqualify you from the Promotion if it believes, in its sole

discretion, that your Submission fails to conform to all such requirements and restrictions, or to these Official Rules in any way.

- 8. RELEASE OF LIABILITY AND PUBLICITY: By participating, you consent to the use of your name. statements and city/state of residence by Sponsor for publicity or advertising purposes in all media worldwide, including but not limited to the internet and social media platforms without limitation and without further compensation or notice. By participating, you agree to release and hold harmless Sponsor, and its parent company, affiliates, subsidiaries, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Promotion (collectively, the "Released Parties"), from and against any and all liability with respect to, or in any way arising from, this Promotion, including without limitation liability for personal injury, damages, death, monetary loss, defamation or violation of privacy or other rights. Sponsor assumes no responsibility for any injury, loss or damage to participants' or to any other person's computer or device relating to, or resulting from, participating in this Promotion. Released Parties are not responsible for: (i) electronic transmissions or Submissions that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason: (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Submissions, or for deletion, theft or destruction of, unauthorized access to, or alteration of, Submissions; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (v) any Submissions transmitted in a manner that is not expressly allowed under these Official Rules; (vi) incorrect or inaccurate Submission information whether caused by participants or by any of the equipment or programming associated with or utilized in the Promotion; (vii) any typographical or other error in any printing or advertising relating to the Promotion. or in the administration or execution of the Promotion; or (viii) cheating or fraud by any participant.
- **9. GENERAL RULES:** If, for any reason, the Promotion cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion without notice. If the Promotion is modified prior to the stated end date of the Submission Period, all non-suspect, eligible entries received as of the time/date of termination will be judged on the basis of the judging criteria described in Rule 4, above, to select five (5) winners.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Submission process or the operation of the Promotion, to be acting in violation of these Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices or poor sportsmanship, or to be acting with the intention of annoying, abusing, threatening, or harassing any other participants or Sponsor.

- **10. ENTRANTS' PRIVACY:** Any personally identifiable information collected in connection with a participant's participation in this Promotion will be used by Sponsor, its affiliates and agents only for purposes of the proper administration and fulfillment of the Promotion, as described in these Official Rules, and in any manner consistent with Sponsor's Privacy Policy, available at http://www.uscellular.com/site/privacy/index.html
- **11. DISPUTES/VENUE/GOVERNING LAW:** By participating, participants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (ii) any and all claims, judgments and awards shall be limited

to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion, but in no event attorneys' fees; and (iii) to the extent allowed by applicable law, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by Sponsor's representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

12. SEVERABILITY: 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.

Sponsor: The Promotion is sponsored by UScellular, 8410 West Bryn Mawr, Chicago, IL 60631.

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