

Facebook T-Mobile / Halo 4 Sweepstakes **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

1. **TIMING:** *The T-Mobile / Halo 4 Sweepstakes* (the "Sweepstakes") begins at 11:45:00 AM Pacific Time ("PT") on Monday, November 6, 2012 and ends 11:59:59 PM PT on Sunday December 31, 2012 (the "Promotional Period"). Your last opportunity to enter will be on December 31, 2012 before 11:59 PM PT. The promotional website's database clock will be the official timekeeping device for the Sweepstakes.

2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older as of date of entry. Void where prohibited. Employees, officers, directors, shareholders agents and representatives of Sponsor, T-Mobile and Microsoft Corporation and their respective affiliates, subsidiaries, agents, as well as the immediate family members (defined as parents, spouse, children, siblings and grandparents) and those living in the same household of each such employee, officer and director are not eligible to enter. By participating, entrant agrees to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. All entrants must enter via Facebook and must have a valid Facebook account at the time of entry. The Sweepstakes is subject to all applicable federal, state and local laws. U.S. law governs this Sweepstakes. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering, you understand that you are providing your information to Sponsor and not to Facebook. Unless otherwise provided in these Official Rules, the information you provide will only be used for the purpose of the drawings and to notify potential winners.

3. **ENTRY:** You may enter the Sweepstakes through the application that appears on the GameCenter Facebook page. To access the GameCenter Sweepstakes application, you must go to www.facebook.com/gamecenterhq and click on the "like" button and then locate the "Sweepstakes" tab. Follow the links instructions provided to complete and submit the Sweepstakes entry form. The entrant must complete and submit all requested information according to the instructions on the Sweepstakes entry form. Upon completion of the entry form, you will receive one (1) entry in the Sweepstakes. Each entrant must be the rightful owner (or have authorized use) of the e-mail address identified in the entrant's entry. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address supplied at the time of entry. An "authorized account holder" is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, on-line 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 address submitted. The potential winner may be requested to provide Sponsor, at Sponsor's sole discretion, with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible.

Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries. Incomplete entries are ineligible. **Limit one entry per person, per e-mail address for the entire Sweepstakes.** Forged entries, altered entries or entries obtained or submitted other than as set out in these Official Rules will be void and ineligible.

4. ADDITIONAL TERMS: Sponsor may prohibit an entrant from participating in the Sweepstakes if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files, or any file that contains malicious code.

5. DRAWING: One (1) grand prize winner and two (2) first prize winners ("Prize Winners") will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. Prize Winners drawing will be held on approximately January 4, 2013. Random selection will be under supervision of Sponsor, whose decisions are final and binding on all matters relating to the Sweepstakes. Each selected Prize Winner will be notified via e-mail (at the e-mail address used by the selected winner for entry into the Sweepstakes). If any selected Prize Winner cannot be reached by e-mail within three (3) business days of Sponsor's first attempt to notify such winner, is found to be ineligible, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such Prize Winner may be disqualified and an alternate Prize Winner may be selected from the remaining eligible entries by random drawing, all as determined by Sponsor in its sole discretion. Odds of winning depend on the actual number of eligible entries received as of expiration of the Promotion Period. Prize Winners will be subject to verification.

6. PRIZING: GRAND PRIZE: One (1) Halo 4 / T-Mobile Grand Prize Package will be awarded. Grand Prize includes (1) trip for two to Los Angeles with \$1000 spending money, consisting of (i) round trip, coach class airline tickets for Prize Winner and guest (*from a major airport nearest Grand Prize Winner's and/or guest's physical place of residence at time of entry as determined in Sponsor's sole discretion*), (ii) two nights standard lodging (double occupancy) (*hotel to be determined at the discretion of Sponsor; does not include meals, room service, or other incidentals*), (iii) \$1000 in spending money); (iv) transportation from destination airport to hotel, (2) a Halo 4 Limited edition Xbox 360 320 GB console; (3) a Halo 4 Limited edition video game for Xbox 360; and (4) a T-Mobile Monthly 4G Smartphone with 4 months of T-Mobile \$30 rate plan service. Unless specifically stated to the contrary in Grand Prize description, all Grand Prize elements are awarded to Grand Prize Winner only. The approximate retail value (the "ARV") of the Grand Prize is \$3,000.00.

FIRST PRIZES: Two (2) Halo 4 / T-Mobile First Prize Packages will be awarded. Each First Prize includes: (1) an Xbox 360 320 GB console; (2) a Halo 4 Limited edition video game for Xbox 360; (3) a T-Mobile Monthly 4G Smartphone with 4 months of T-Mobile \$30 rate plan service. ARV of the First Prize is \$300.00.

The total ARV of all prizes to be awarded in the Sweepstakes is \$3,600.00.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Prize winner is responsible for all federal, state, and local taxes associated with award, acceptance and/or use of prize not otherwise specifically identified in these Official Rules as a prize element.

Without limiting the generality of the foregoing, Grand Prize Winner is responsible for all federal, state and local taxes and any other taxes associated with award, acceptance and/or use of the Grand Prize excluding taxes included in the cost of any Grand Prize element (e.g. coach airfare, hotel accommodations). An IRS form 1099 will be issued in the name of Grand Prize Winner for the actual value of the prize received. Actual value of Grand Prize may vary based on point of origination and airfare fluctuations. Certain documentation and requirements may be necessary for air travel, such as valid passport and/or government-issued photo identification, and for destination hotel accommodation, such as a valid credit card and driver's license. Grand Prize Winner and guest are solely responsible for satisfying any documentation and security requirements and for determining applicable procedures and restrictions. Grand Prize Winner's guest must be 18 years of age or older as of the date of winner notification; if Grand Prize Winner's guest is a minor, Grand Prize Winner must be such guest's parent or legal guardian. If Grand Prize Winner resides within two hundred (200) miles of Los Angeles, California, Sponsor may make alternate ground travel arrangements and adjust the value of the Grand Prize accordingly, at Sponsor's sole discretion, in which event no compensation will be awarded for the difference, if any, in prize value. Grand Prize Winner and guest must travel together on the same itinerary from the same airport. In addition, in the event Grand Prize Winner elects *not* to include or travel with guest, the companion ticket and double occupancy elements of the prize will be forfeited, no additional ticket or voucher will be awarded and no compensation or substitution will be provided for the difference in prize value. Grand Prize Winner and guest will cooperate with Sponsor in all respects, who shall determine and make travel arrangements in its sole discretion. Travel arrangements shall at all times be subject to availability, changes and applicable restrictions. Grand Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. No refunds or credit for changes are allowed. Grand Prize Winner is responsible for meals, taxes, gratuities, incidentals, travel upgrades, fees, service charges, baggage fees, surcharges, insurance costs, other ground transportation, and all other expenses not expressly specified herein as a Grand Prize element. Grand Prize Winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any tickets received as part of the Grand Prize (convention tickets, airline tickets, hotel accommodations and otherwise) unless Sponsor consents in writing. Grand Prize consists only of items specifically listed as part of the Grand Prize. Certain conditions and restrictions apply. Grand Prize is nontransferable and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prizes of the same approximate retail value for the Grand Prize or any element thereof. Transportation provider's terms of service will govern all aspects of service and Grand Prize Winner's and guest's relationship with transportation provider will be strictly as individual paying customers. Sponsor is not responsible for any requirements or pre-requisites of transportation provider in

obtaining transportation service, other than pre-payment of coach fare (or ground transportation, if applicable) element of prize, or for any refusal of transportation provider to accommodate Grand Prize Winner or guest, or to provide the contracted transportation service. The Released Parties, individually and collectively, are not responsible for any injuries or loss to Grand Prize Winner or guest in using any prize element, including without limitation, the transportation service, or for any claims or actions by transportation provider or third parties in association with the Grand Prize Winner's or guest's use of any prize element, including without limitation, the transportation services. Grand Prize air travel cannot be used to accrue frequent flier miles, awards or other perquisites. Sponsor has no responsibility with respect to transportation service reservations cancelled or revised by Grand Prize Winner or any obligations of transportation providers with respect to alternative service, refunds, or travel vouchers.

7. CLAIMING PRIZE/RELEASES: Eligibility, age and all claims made by potential winner(s) are subject to verification. Sponsor is not responsible for fraudulent calls/mail/e-mails made by any party, or sent to entrants not by Sponsor. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If a winner is under the age of majority in such winner's state of residence (a "minor"), at Sponsors' option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within three (3) days of prize notification, the winner may be disqualified and an alternate winner may be selected, all at Sponsor's sole discretion. Acceptance of a prize constitutes Prize Winner's (and any minor Prize Winner's parent or legal guardian) permission for Sponsor, T-Mobile and Microsoft Corporation and their respective designees to use Prize Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed (including, but not limited to publishing the Prize Winner's name on Sponsor's Facebook and Twitter pages), in perpetuity, without further compensation, except in Tennessee and where prohibited by law. If any selected potential winner fails to comply with these official rules, is found to be ineligible and/or does not submit required documentation within the designated period, their prize will be forfeited and an alternate winner selected. By accepting any prize, or any portion thereof, winner(s) further acknowledges that the Sponsor and any other entity involved with this Sweepstakes have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to the prize or the prize suppliers or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose including, without limitation, use of any equipment associated with any portion of the prize. If any Sweepstakes prize notifications are returned as undeliverable, or if any prize winner refuses their prize, or any portion thereof, such prize winner will be disqualified and an alternate winner may be selected in accordance with the rules of this Sweepstakes.

8. REPRESENTATIONS AND WARRANTIES: Entrant represents and warrants the following: 1) that he/she is the original author and owner (or represents and warrants that the owner of such rights has expressly granted any and all rights to the entrant for use by the Sponsor as set forth herein, and has written documentation to provide to Sponsor evidencing such rights)) of any and all entry materials posted, uploaded, or otherwise submitted (modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation); 2) the entry will not, in Sponsor's sole discretion, infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Entrants are prohibited from posting, uploading, or otherwise submitting any entry material that infringes on any copyright, trademark or proprietary rights of another (including publicity and privacy rights); 3) that the entry is not the subject of any actual or threatened litigation or claim; 4) that the entry material is not obscene, offensive, libelous, pornographic, threatening, abusive, contains illegal content, or is otherwise objectionable, as determined by the Sponsor, that would constitute or encourage a criminal offense, or that would otherwise give rise to liability or violate any law. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

9. RELEASE. By entering, entrant agrees to accept and abide by the Official Rules of this Sweepstakes. All decisions by Sponsor regarding this Sweepstakes are final. By entering, entrant agrees to be notified using the contact information provided as part of entry by Sponsor for the purposes of the administration of this Sweepstakes. By entering and/or accepting a prize, entrant (and guest) agrees to release, defend, indemnify, and hold harmless Sponsor, T-Mobile, Microsoft Corporation (together, the "Released Parties"), and each of their respective parent companies, subsidiaries, affiliates, promotional partners, subsidiaries, service agencies, independent contractors, and all of the officers, directors, employees, agents and representatives of the above organizations from any and all injury, loss or damage to person, including death or property due, in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in the Sweepstakes and any related activity. Neither Sponsor nor its affiliates are responsible for any typographical or other error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement or distribution of any prize or prize element. In no event will more than the stated number of prizes be awarded. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. In no event will more than the stated number of prizes be awarded. If Sponsor, in its sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and will not be returned.

10. GOVERNING LAW. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of Sponsor and the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of New York, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in New York County, New York.

11. WINNER'S LIST. For a list of prize winners, individuals should print their name and address on a stamped 3"x5" card, attn.: Walmart.com/T-Mobile/Halo 4 sweepstakes and mail it in an envelope to: Winners List, 8437 Warner Drive, Culver City, California 90232. Winner List requests will only be accepted after each Drawing's end date.

12. SPONSOR & ADMINISTRATOR: The Sponsor of this Sweepstakes is Lunchbox LLC, in participation with Wal-Mart/GameCenter. Lunchbox LLP is located at 8437 Warner Drive, Culver City, California 90232. Administrator: Lunchbox LLP, 8437 Warner Drive, Culver City, California 90232. Microsoft and T-Mobile are not official sponsors of this promotion.

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ABBREVIATED RULES:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/12. For Official Rules, prize descriptions and odds disclosure, visit www.facebook.com/gamecenterhq.