

# Happy 25<sup>th</sup> Anniversary Cellular One

## ENTER FOR YOUR CHANCE TO WIN

\$250 Check Every Month in 2019

If you are a Cellular One subscriber and you make a “Comment”, “Like” or “Share” a post on the Cellular One’s Facebook page and then completely fill out a short questionnaire you will automatically be entered to win a drawing for \$250. One entry per person for each drawing during the Promotional Period. Entries will be monitored throughout the Promotional Period for total number of entries. There will be one drawing per month for a total of 12 drawings in 2019. You may also enter for free by printing, fully completing, and mailing an entry form available online at [www.cellularoneonline.com](http://www.cellularoneonline.com). *Limit one (1) mail-in entry per envelope and one entry per qualified person for each drawing during the promotional period.*

### OFFICIAL RULES

#### NO PURCHASE REQUIRED TO ENTER OR WIN

**1. Eligibility.** Enter to win \$250 each month in 2019, “Happy 25<sup>th</sup> Anniversary Cellular One” (the “Sweepstakes”) is open to all individuals who are legal residents who reside in Smith Bagley, Inc.’s FCC licensed area (see <https://www.cellularoneonline.com/home-network-coverage-area> for designated area); who are 18 years of age or older or the age of majority in his/her state at the time of entry. Businesses and/or legal entities are not eligible. Any individuals who have, within one year prior to the start date of the Promotion, performed services for Sponsor, or its respective parents, subsidiaries, affiliates and successor companies or any organizations responsible for fulfilling, administering, advertising or promoting the Promotion or supplying any prize, and the immediate family and household members of such individuals are not eligible to enter the Promotion or win the prize. “Immediate family members shall mean parents, stepparents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “In Household members” shall mean people who share the same residence at least three months a year, whether related or not. All entrants must be current and in good-standing with Sponsor at time of entry and at time of drawing to be considered eligible. Mechanically altered or reproduced Entries are not eligible. In order to enter the Promotion or receive the prize, you must fully comply with the Official Rules, and by entering you agree to be bound by these Official Rules and the decisions of Sponsor, whose decisions shall be binding and final! In all respects, you certify that you are eligible to enter. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all requirements, set forth herein. Sponsor’s administration and operation of the Sweepstakes and the selection of Winner are final and binding in all matters related to the Sweepstakes.

**2. Sponsor.** The Sweepstakes is sponsored by Smith Bagley, Inc., dba Cellular One of North East Arizona (the “Sponsor”), 1500 S. White Mountain Road, Show Low, Arizona 85901.

**3. Promotion Period.** The Promotion Period begins January 21, 2019 at 8:00 a.m. MST and ends at midnight MST Time on December 31, 2019.

**4. How to Enter.** There are two (2) methods to enter:

**(i) Facebook Method of Entry.** “Comment”, “Like” or “Share” a post on the official Cellular One Facebook page and you will be prompted to fill out a questionnaire requesting your email, first and last name and phone number. If you complete the form you will automatically be entered to win \$250. **Cellular One subscribers only.** Account must be active and in good standing during the Promotion Period to receive the prize. One entry per qualified individual for each drawing during the Promotional Period.

**(ii) Free Method of Entry.** To receive an entry into the Sweepstakes if you are not a Cellular subscriber or wish to participate in the free method of entry go to [www.cellularoneonline.com](http://www.cellularoneonline.com) and complete the form in its entirety. Print the fully completed entry form and mail to: Cellular One of North East Arizona, “Happy 25<sup>th</sup> Anniversary Cellular One”, 1500 S. White Mountain Road, Show Low, Arizona, 85901. Incomplete entry forms will be disqualified. You will automatically receive one (1) entry. Limit one (1) completed entry form per envelope. Multiple Entry Forms in one (1) envelope will be disqualified. Entry forms must be received by no later than the 20<sup>th</sup> of each month during the Promotional Period; otherwise the entry will be disqualified. One entry per qualified individual for each drawing during the Promotional Period.

**(iii) Number of Entries.** One entry per individual per drawing. Participants may enter through the Facebook Method of Entry or the Free Method of Entry each month during 2019 but may not enter more than one time for each drawing by attempting to use more than one method of entry. Winners are eligible to participate and win more than once during the promotional period.

**5. Drawings and Odds of Winning.** A random drawing will be conducted by Sponsor on the 25<sup>th</sup> of each month during 2019. There will be a total of 12 drawings during 2019, one each month of the year. If the 25<sup>th</sup> of the month falls on a nationally recognized holiday or a weekend the drawing will occur on the next business day. Odds of winning depend on the total number of eligible entries received. There may be up to twelve (12) Winners. Each Winner will receive a \$250 check.

**6. Winner Notification.** Potential Winner will be notified by on social media using information provided by customer, if a Winner is a customer of Sponsor; or by the information provided by a Winner if entered by the Free Method of Entry. The Sponsor will attempt to notify a Winner within one (1) business day of the drawing. If a Winner cannot be contacted within three (3) days after the first attempt to contact him/her, the prize is void and a new Winner will **not** be chosen.

**7. Requirements of Winner.** When the Winner is contacted they will designate the Cellular One location that they wish to collect their prize from. The Winner will be required to complete an eligibility and liability/publicity release (the “Affidavit/Release”) within five (5) days of notification. If a Winner fails to sign the Affidavit/Release within the required time period, he/she will be disqualified and an alternative entrant may be selected in his/her place in a random drawing of all entries received.

**8. Prize.** The approximate retail value (the “ARV”) for the Happy 25<sup>th</sup> Anniversary Cellular One (the “Sweepstakes”) is \$250.00 per Winner and \$3,000.00 total. All federal, state and local taxes on the prize are the sole responsibility of the Winner. Winner will be sent an IRS Federal 1099-MISC tax form for the retail value of the prize. **Once the Winner has been contacted they will designate the Cellular One location they wish to collect their prize from. Prize will include the following: \$250 Check.** No transfer, refund, substitution or replacement of prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent).

**9. Privacy and Publicity.** All information submitted by entrants in the Sweepstakes will be treated according to Cellular One’s Privacy Policy, available at <http://www.cellularoneonline.com/privacy-policy>. Except where prohibited, participation in the Sweepstakes constitutes an entrant’s consent to the Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration. In order to collect the \$250 prize the Winner must sign Sponsor’s media release form.

**10. General Condition.** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of the provision.

**11. Release and Limitations of Liability.** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, directors, employees, and agents (the “Released Parties”) from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Released Parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to, any Sweepstakes-related activity or element thereof, and the entrant’s entry participation or inability to participate in the Sweepstakes; (b) the violation of any third party privacy, personal, publicity or proprietary rights; (c) typographical errors in these Official Rules or any Sweepstakes materials; (d) any interruptions in or postponement, cancellation, or modification of the Sweepstakes; (e) human error; (f) incorrect or

inaccurate transcription, receipt or transmission of any part of an entry (including, without limitation, the information or any parts thereof); (g) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Release Parties or by an entrant; (h) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites, or any online service via the internet or mobile network due to hardware or software compatibility problems; (i) any damage to entrant's (or any third person's) computer/mobile device and/or its contents related to or resulting from any part of the Sweepstakes; (j) any lost and/or delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions; (k) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries; (l) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or any of their agents or employees; and (j) the negligence or willful misconduct of any entrant. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**12. Disputes.** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Arizona. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. Any dispute or claim must be within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred.

**13. Sweepstakes Results.** To request a Winner List, (available after January 15, 2020) send a self-addressed, stamped envelope to: Winner List, Cellular One of North East Arizona, Happy 25<sup>th</sup> Anniversary Cellular One, 1500 S. White Mountain Road, Show Low, Arizona 85901. Requests must be received by January 31, 2020. Requests received after January 31, 2020 will not be honored.

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## Happy 25<sup>th</sup> Anniversary Cellular One Sweepstakes Free Entry Form

Subscriber/Customer Name: \_\_\_\_\_

Cellular One Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Check One: Free4Life FreedomFone FlexFone  Naked Mobile Other

### NON-CUSTOMER INFORMATION

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_