AT&T® & Essence Festival of Culture™

Watch Party with Michelle Williams Contest OFFICIAL RULES

Entry Period runs from: June 15, 2021 - June 27, 2021

Drawing: On or About June 28, 2021

Winner Announced: July 1, 2021

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

- 1. Eligibility: To enter the Contest you must: (i) be a legal resident of one of the fifty (50) United States or the District of Columbia; (ii) be at least eighteen (18) years of age (or the age of majority in your state if different) at the time of entry; and (iii) be physically located in the United States at the time of entry. Void where prohibited or restricted by law. Sponsors (as defined in Paragraph 3 below), all prize providers associated with the Contest (including AT&T Services, Inc.), and all of their respective parent companies, affiliates, subsidiaries, licensors, distributors, divisions (collectively, the "Contest Entities"), and each of their respective officers, directors, employees, representatives and agents, and members of their immediate families and members of their household are not eligible to enter the Contest. All federal, state, municipal, provincial, and local laws and regulations apply. The Sponsors reserve the right to add and/or delete from the localities eligible to participate at their sole discretion.
- **2. Entry Period:** The Entry Period for the Contest begins at 12:00:00 a.m. Eastern Time ("ET") on June 15, 2021 and ends at 11:59:59 p.m. ET on June 27, 2021 (the "Entry Period").
- **3.** How to Enter: To enter the Contest during the Entry Period, you must (i) go to the website at https://www.essence.com/goodvibesonly/ (the "Website") and (ii) complete the registration form you will be prompted to fill out.

Each entry submitted using the above method during the Entry Period shall hereinafter be referenced to as an "Entry," or collectively as the "Entries." An individual submitting an Entry shall hereinafter be referenced to as an "Entrant," or collectively as the "Entrants." Any accompanying material (e.g. images, video, text) submitted with an Entry shall hereinafter be referred to as the "Submission." Each successful Entry will be considered one (1) entry into the Contest.

One (1) Entry per person and per email address will be permitted during the Entry Period. Entries in excess of the stated limits will be disqualified. All Entries must be received by 11:59:59 p.m. ET on June 27, 2021. The Sponsors' database clock will be the official timekeeper for the Contest. In the event of any dispute concerning the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized account holder of the respective email account used to enter, as applicable.

In order to enter the Contest, you must have internet access and a valid email address. Any Entrant found using multiple email accounts to enter or participate will be ineligible and all posted Entries will be disqualified. Incomplete, corrupted, false, late, illegible, forged or altered registration forms will be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. No mechanical reproductions or facsimiles of entries are allowed.

Upon submission, all Entries become the exclusive property of the Sponsors and will not be acknowledged or returned. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Essence Communications, Inc. and AT&T Services, Inc. (each a "Sponsor", collectively the "Sponsors"), which shall be final and binding in all respects. Sponsors may in their sole discretion amend these Official Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Official Rules on the Website.

If participating in the Contest from a wireless device, Entrant's wireless service standard text messaging and/or data rates may apply. Participation in this Contest means that you understand that you may receive additional messages (through your wireless device or otherwise) relating to this Contest, including notifying you if you are a potential winner.

- **4. DRAWING AND NOTIFICATIONS:** One (1) Grand Prize Winner (a "Potential Grand Prize Winner") will be selected in a random drawing from all eligible entries received at the end of the Entry Period. The drawing will be conducted on or about June 28, 2021 by the Sponsors. Odds of winning a prize depend upon the total number of eligible Entries received during the Entry Period. If a Potential Grand Prize Winner cannot be contacted or does not respond within Three (3) days, such Potential Grand Prize Winner will be disqualified and another Potential Grand Prize Winner will be selected from the remaining eligible Entries received.
- 5. PRIZING: One (1) Grand Prize Winner and up to Ten (10) of his/her friends will receive the opportunity to participate in a virtual meet and greet with Michelle Williams (the "Artist") during the 2021 ESSENCE Festival of Culture™ (the "Grand Prize"). The Virtual Meet & Greet ("Meet & Greet") will be held via a watch party that is to be hosted on ESSENCE.com at a date and for a duration as specified by the Sponsors and based on the Artist's availability. The Grand Prize Winner will be provided with information to access and join the virtual meeting via email at time of notification.

Winner may be referred to as a "Winner". Before a Potential Winner will be deemed a Winner, he/she may be required to sign and return a background check consent form, prize verification form, a publicity release (except where prohibited) and any other legal documents that the Sponsors may require, including IRS Form W-9 (collectively, "Prize Verification Forms"), within one (1) day from the date that the Sponsors send the Prize Verification Forms to the Potential Winner, or the Potential Winner will be subject to disqualification. If Potential Winner (i) cannot be reached, (ii) does not confirm receipt of notification within specified time frame, (iii) is found to be ineligible, and/or (v) declines to accept the Grand Prize, an alternate Potential Winner will be randomly selected from all of the remaining Entries.

The Grand Prize consists of only the items specifically listed as part of these Official Rules. The Potential Winner hereby acknowledges and agrees that the Grand Prize is non-transferable, non-saleable, and may be substituted only by the Sponsors in their sole discretion. Sponsors are not responsible for postponement or cancellation of the Meet & Greet. In the event the Meet & Greet is cancelled or postponed for any reason, the Sponsors will have no obligation to award compensation or a substitute event in lieu thereof. The Grand Prize cannot be exchanged/substituted by the Potential Winner for cash. Any applicable federal, state, and local taxes/duties on the Grand Prize and any expenses relating to the acceptance/use of the Grand Prize are the sole responsibility of the Potential Winner.

The Potential Winner will be provided with information to access and join the Meet & Greet. The Potential Winner must have access to Zoom or other applicable video sharing platform; by downloading an application or using the Zoom video sharing platform for purposes of taking part in the Meet & Greet. The Potential Winner must access the Meet & Greet using their legal name only. Sponsors are not responsible for the failure of the Potential Winner to access the Meet & Greet video meeting due to technical or other reasons. The Meet & Greet may be live streamed via the Internet or via one or more social media platform, and/or recorded by the Sponsors and played back in portions or in its entirety on-air, on the Sponsors' websites, and/or on the Sponsors' social media pages, and by logging into and/or participating in the Meet & Greet the Potential Winner consents to the Sponsors' use and distribution of the Meet & Greet as provided herein and in these Official Rules. Potential Winners who engage in any inappropriate activity or behavior during the Meet & Greet, as the Sponsors may determine at their sole discretion, subjectively or otherwise, including without limitation activities or behavior that (i) is indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) is racially, ethnically, or otherwise offensive or objectionable, or (iii) encourages unlawful behavior, may be removed from the Meet & Greet with or without notice.

7. **General:** Entrants agree to release, discharge and hold harmless the Sponsors, their parents, and each of their respective subsidiaries and affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (collectively, the "Released Parties") from and against any and all liability (including damages caused or claimed to be caused) arising out of participation in the Contest. Additionally, Entrants agree to be bound by the Official Rules and the decision of the

Sponsors, which are binding and final. Claims may not be resolved through any form of class action. The Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the Potential Winner. All third-party names and trademarks are the property of their respective owners.

- **8. Publicity:** Participation in the Contest constitutes Entrant's consent for the Sponsors and their designees' use for marketing and promotional purposes, in any type of media without further consideration or payment, Entrant's names, likeness, image, bio, any written or oral comments or testimonials to, or other feedback on, any Entrant's experience, and any user generated content, including, without limitation, audio, photographs and still images, and video content ("Likeness"). For the avoidance of doubt, each Participant hereby grants to the Sponsors and their designees a non-exclusive, non-assignable, non-transferable, royalty-free and sublicensable right and license to use and display the Entrant's Likeness in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.
- 9. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsors are not responsible for faulty, incorrect, undeliverable or mistranscribed e-mail transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest. Sponsors assume no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive email. Sponsors reserve the right to cancel or modify the Contest if fraud, misconduct, or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by the Sponsors in their sole discretion. In the event of termination, the Sponsors reserve the right to freeze or close an account or to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. The Sponsors reserve the right to cancel, suspend and/or modify the Contest if it cannot be executed as planned for any reason or event beyond the Sponsors' control, including but not limited to a Force Majeure event or occurrence, an "act of God" (e.g., natural disaster, etc.) or an unforeseeable health event (e.g., pandemic) making it inadvisable, impractical, impossible or illegal or which materially affects a parties ability to perform its obligations under this agreement in whole or in part, or if fraud, technical failures, human error or any other causes beyond the reasonable control of the Sponsors impair the integrity or proper functioning of the Contest, as determined by the Sponsors in their sole discretion.

- **10. Governing Law and Jurisdiction:** Except where prohibited by law, this Contest is governed by US law and is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Arbitration Section of these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York, County of New York.
- 11. Limitation of Liability: BY REGISTERING FOR THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST AND THE TICKET REWARDS REDEE,ED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES,.
- **12. Privacy:** The Sponsors are committed to maintaining Entrant's trust by protecting personal information we collect about Entrant. Information collected from Entrants are subject to the Privacy Policies located at https://www.essence.com/privacy-policy/ and https://about.att.com/csr/home/privacy/full privacy policy.html. By registering and participating in the Contest, Entrants agree that the Sponsors may, subject to local data privacy laws, collect and process such Entrants' personal information for purposes of this Contest.
- **13. Action for Access Written Rules:** A copy of these Terms and Conditions will be available at https://www.essence.com/goodvibesonly/.
- **14. WINNERS LIST REQUEST**: To request confirmation of the name and state of residence of the Winners, please send a self-addressed, stamped business size envelope, by August 5, 2021 to: Essence Communications, Inc. 34 35th Street, 5th Floor Brooklyn, NY 11232.
- **15. Copyright Notice:** The Contest and all accompanying materials are copyright ©2021 Essence Communications, Inc. All Rights Reserved.