

**OFFICIAL RULES**  
**METROPCS “WHAT I WANT TO ATTAIN IN 2012” TWITTER CONTEST**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **General.** The MetroPCS “What I Want to Attain in 2012” Twitter contest (the “Contest”) is sponsored by MetroPCS Wireless, Inc., 2250 Lakeside Blvd., Richardson, Texas 75082 (“Sponsor”). The Contest is subject to these Official Rules and to all applicable federal, state and local laws.

2. **Eligibility.** This Contest is open to legal residents of areas where Sponsor or its affiliates offer wireless service in the states of California, Nevada, Texas, Michigan, Pennsylvania, New York, New Jersey, Massachusetts, Connecticut, Georgia, Florida, Arkansas, Louisiana, Delaware and New Hampshire who are of the age of majority or older in their state of residence as of the start of the Entry Period (defined below). Employees of Sponsor, Samsung Electronics Co., Ltd., their respective affiliates, parent, subsidiaries, authorized dealers, prize providers and advertising and promotion agencies (collectively, the “Contest Entities”), together with the immediate families and those persons living in the same household as such employees are not eligible to enter.

3. **Entry Period.** The entry period (“Entry Period”) is from 8:00 a.m. Eastern Time on January 23, 2012 through 5:00 p.m. Eastern Time on January 25, 2012. Sponsor’s (or Sponsor’s designated representative’s) computer is the official timekeeper for the Contest.

4. **How to Enter.** To enter the Contest, you must be or become a follower of @MetroPCS on Twitter. During the Entry Period, enter by tweeting a photo of yourself depicting what you want to attain in 2012 with a caption explaining what you want to attain in 2012 (a “Submission”). Your Submission must include “@MetroPCS” and “#IWantToAttain” in order to be entered. Your Submission can include additional individuals with their consent, **but entrant must be present. Submissions must comply with the requirements of Section 7 of these Official Rules. By making a Submission, you give Sponsor permission to publish your Submission in any and all media, including, without limitation, on www. MetroPCS.com and Sponsor’s social media channels, including Twitter and Facebook.** You must remain a follower of @MetroPCS during the Entry Period and be a follower of @MetroPCS at the time of prize notification in order to be eligible to win. Limit one entry per person per day.

If you do not have a Twitter account, go to <http://twitter.com> and follow the instructions to create a Twitter account. Creating a Twitter account is free, but you must agree to the Twitter Terms of Service in order to create a Twitter account.

In the event of a dispute over the identity of an entrant, the authorized account holder of the email address used to set up the Twitter account used for entry will be deemed to be the entrant. The authorized account holder of an email address shall mean the natural person assigned to such account by the Internet access provider, online service provider,

or other organization responsible for assigning email addresses for the domain associated with such account. The potential winner may be required to provide identification sufficient to show that he/she was the authorized account holder of such email address.

All entries become the property of Sponsor and will not be returned to entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.

Please note that normal Internet access and usage charges imposed by your Internet service provider will apply. **Standard text messaging rates apply if you opt-in to receive tweets via a cellular phone, according to the terms and conditions of your service agreement with your wireless carrier. You understand that by participating in this Contest via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, which will be subject to charges pursuant to your carrier's rate plan.**

**5. Prize.** There is one (1) grand prize, consisting of \$2012 payable by check to the winner, together with one (1) Samsung Galaxy Attain 4G<sup>LTE</sup> handset and one (1) year of MetroPCS phone service on the \$60 per month plan. The approximate retail value ("ARV") of the phone is \$249; ARV of one year of service is \$720. Total ARV of grand prize is \$2981.

All federal, state, municipal and local taxes, and all expenses associated with receipt or use of a prize are the sole responsibility of winner. If legally required, winner will receive an IRS Form 1099 for the value of the prize and will be required to provide Sponsor with winner's social security number for purposes of same.

**6. Winner Selection and Notification.** The grand prize winner will be selected by Sponsor or Sponsor's representative based on which Submission is the most original and creative, as determined in Sponsor's or Sponsor's representative's sole discretion. Judging will take place no later than on the business day following the end of the Entry Period.

The apparent grand prize winner will be notified by Sponsor by direct message through Twitter. If a potential grand prize winner cannot be reached by direct message within seventy-two (72) hours of the first notification attempt, the second place Submission will be deemed the winner, and so forth, until a winner is successfully contacted.

The potential winner must complete, sign and return to Sponsor an affidavit of eligibility and a liability and, except where prohibited by law, publicity release within the time period designated by Sponsor. If a potential winner fails to do so, that potential winner will be disqualified and the next-highest scoring Submission will be the winner.

If @MetroPCS is blocked from contacting the user via direct message, or if a winner cannot be reached, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, that winner will be disqualified and the next-highest scoring Submission

will be the winner.

**7. Requirements for Submissions.** Submissions must be in a format and size accepted by Twitter. Your Submission must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity. A Submission must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, in violation of any applicable law, discriminatory in any way, or that promotes hatred, harm or discrimination against any group or person, or otherwise does not comply with the spirit and theme of the Contest, as determined by Sponsor and/or Sponsor's representative in its sole discretion. Without limiting the foregoing, a Submission must not disparage Sponsor, any competitor of Sponsor, or any other Contest Entity. A Submission must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to applicable federal, state or local laws or regulations. By making a Submission, if others appear in your Submission, you attest that you have made all those appearing in the Submission aware that you are entering the Submission and that they have agreed that you may make the Submission. By making a Submission, entrant represents and warrants that (i) the Submission is the entrant's original work and the entrant holds all rights to the Submission; (ii) the Submission has not previously been published or publicly shown or won a prize or award; (iii) the Submission complies with all applicable laws and does not infringe the rights of any third parties; and (iv) the entrant has the prior written consent of any other person(s) appearing in the Submission. By making a Submission, the entrant hereby irrevocably grants Sponsor, its parent, subsidiary and affiliated companies, and each of their respective licensees, distributors, agents, representatives and authorized users (collectively, the "Licensed Entities") without the requirement of any further permission or payment, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sublicensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, redistribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submission, in whole or in part (including without limitation all names, voices and likenesses contained in the Submission), in all means and media now known or hereafter devised for any and all purposes, including, without limitation, advertising, promotional, marketing, publicity or commercial purposes. Entrant shall have no right to review or approve edits, alterations or modifications, and the entrant waives the benefit of any provision of law known as "moral rights".

**8. General.** ALL FEDERAL, STATE, MUNICIPAL AND LOCAL LAWS AND REGULATIONS APPLY. Prizes are non-transferable; no substitutions or exchanges by winner permitted. Sponsor reserves the right, in its sole discretion, to substitute one or more elements of a prize for a prize of equal or greater value. Prizes may not be redeemed for cash value. Any difference between the stated ARV of a prize and the actual value of a prize will not be awarded. All other expenses on the receipt and use of a prize not specifically mentioned herein, including, without limitation, MetroPCS phone service after free year of service, are solely the responsibility of the winner.

By participating in the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators to release and indemnify and hold the Contest Entities and their respective officers, directors, employees and representatives harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Contest. By participating in this Contest, each entrant agrees to abide by and be bound by these Official Rules, and to waive any right to claim any ambiguity or error herein or in the Contest itself, and to be bound by all actions of the Sponsor and/or Sponsor's representative, whose decisions are binding and final on all matters related to this Contest. By accepting any prize, winner grants to Sponsor the right to use his/her name, likeness, hometown and biographical information, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, without further permission or compensation, except where prohibited by law. By accepting any prize, each winner agrees for himself/herself and for their heirs, executors and administrators to release and indemnify and hold the Contest Entities and their respective officers, directors, employees and representatives harmless from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Contest, or the acceptance, possession, use or misuse of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity and claims based on rights of publicity, rights of privacy, defamation or prize delivery.

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the internet, the Twitter service, or any combination thereof, or any change in Twitter's terms of service or service offerings; or (e) any injury or damage to participant's or to any other person's computer or cell phone which may be related to or result from any attempt to participate in the Contest. Sponsor has not made and/or is not responsible for, and hereby disclaims, any representation, warranty or guaranty, express or implied, in fact or in law, relative to the prizes.

Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Contest (or any portion of the Contest) should any cause or problem corrupt or inhibit the administration, fairness, security or proper operation of the Contest and, in such situation, to select the winners in such manner as deemed fair and appropriate by Sponsor. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, Sponsor reserves the right to void suspect entries and/or terminate the Contest (or any portion of the Contest) and conduct a random drawing to award the prizes using all known eligible non-suspect entries received as of the date of termination. Sponsor may prohibit entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair practices or intending to annoy, abuse,

threaten or harass any other entrant or Sponsor's representatives. Any attempt by an entrant to deliberately undermine the legitimate operation of the 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 entrant to the fullest extent permitted by law. Sponsor is not responsible for typographic or printer's errors. In no event will more than the number of prizes stated in these Official Rules be awarded.

9. **Waiver.** By participating in this Contest, entrants agree, to the fullest extent permitted by law, that (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes or offers awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorney's fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek punitive, incidental or consequential damages and/or any other damages (other than actual out-of-pocket expenses) and/or any and all rights to have damages multiplied or otherwise increased.

10. **Governing Law.** **THIS CONTEST SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. VENUE FOR ANY ACTIONS HEREUNDER SHALL BE IN THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN DALLAS COUNTY, TX.**

11. **Use of Information.** Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, select the prize winner and fulfill the prize, and will be subject to Sponsor's privacy policy accessible on its website at <http://www.metropcs.com/privacy/privacy.aspx>.

12. **Winner's List.** The name of the winner can be obtained by mailing a request including a self-addressed postage-paid envelope, postmarked by February 15, 2012, to 2250 Lakeside Blvd., Richardson, TX 75082, Attn.: What I Want to Attain Contest Winners' List.

13. **Sponsor.** MetroPCS Wireless, Inc., 2250 Lakeside Blvd., Richardson, TX 75082.