No purchase necessary to enter or win. Void where prohibited. A purchase will not increase your chances of winning. By entering, you understand that you are providing your information to the Sponsor and not to Instagram. The information you provide will only be used in accordance with the Sponsor's privacy policy which may be viewed at https://www.att.com/gen/privacy-policy?pid=2506

If you opt to access the contest via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

1. Entry Date:

The Agility Challenge Contest (the “Contest”) begins at 12:00:01 a.m. Central Daylight Time (“CDT”) on Wednesday, May 18, 2016 and ends at 11:59:59 p.m. CDT on Thursday, June 16, 2016 (“Contest Entry Period”). The Contest will be divided into three (3) phases, as outlined below.

2. Eligibility:

The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older or who have reached the age of majority by the time of entry (19 in Alabama and Nebraska and 21 in Mississippi), who own a small business (75 employees or less and minimum of $25,000 in recorded sales during 2015 or 2016), located in the United States that is established as a Corporation, S Corporation, LLC, Partnership or Sole Proprietor company and have a valid business license at the time of entry (“Entrant”). Employees of AT&T Mobility LLC (“Sponsor” and “Judge”), Rogers Townsend, (Collectively the “Judges”), Cohen-Friedberg Associates, LLC (“Administrator”), and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the “Contest Entities”), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, state and local laws and regulations.

3. Phase One:

Phase One Entry Submission: There are two (2) ways to enter.

A) You may enter the Contest by visiting HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST during the Contest Entry Period and following the directions to complete and submit the Official Entry Form (collectively, the “Entry”).

Entry will require the following:
1. Complete the required fields on the registration form (First Name, Last Name, Business Name, Business location and Zip Code and valid email address.

2. Upload a photo that shows you and your business or a photo that represents your business.

3. Submit a brief essay (not to exceed 1,000 characters) describing what #AGILITYIS for your business.

4. Submit a brief essay (not to exceed 1,000 characters) answering the question “How would $50,000 help you become more agile?”

5. Click the agreement to these Official Rules.

6. Submit entry

B) You may enter this Contest on Instagram by submitting a photo that shows you and your business or a photo that represents your business along with the required two (2) essays including the hashtag #AgilityIS and #Contest. The essay submission must include the following:

- A brief essay (not to exceed 1,000 characters) describing what #AGILITYIS for your business.
- A brief essay (not to exceed 1,000 characters) answering the question “How would $50,000 help you become more agile?”

Instagram's terms of use (http://instagram.com/about/legal/terms/#) apply. If your social media account is set to “protected mode,” or “private” your entry may not be visible and thus may not be received by Sponsor. Your entry method must be set to “public”.

Partial or incomplete/piecemeal Instagram submissions without the hashtag #AgilityIS and #Contest WILL NOT BE ACCEPTED AS CONTEST ENTRIES and shall not be eligible for any Prize.

General Entry Notes:

- Limit: One (1) Entry per person per business.
- All submitted photos and Essays will be reviewed by the Judges for compliance prior to being judged.
- All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements for the Eligible Photo/Essay specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry and reserves the right to reject any Submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.
- Selected entries may appear on the gallery page at HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST. Posted entries do not reflect any standing in the Contest and are displayed for content only. Sponsor is not obligated to use, publish, display or broadcast any Entry.
- By submitting an entry, you irrevocably assign to Sponsor all right, title, and interest in your entry (including your eligible photo) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. The rights granted under this paragraph shall extend to all entries and all other submitted materials related to the Contest, including those submitted by non-winners and the winner. By submitting an entry, you grant to Sponsor and its affiliated companies, the right, except where prohibited by law, to use your first name and last initial, likeness, picture, address (city and state only), photo and written statements. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on
invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all Entrants in the Contest, including non-winners and the winner. Released Parties are not responsible for any unauthorized third party use of any entry. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

- No matter which form of entry you select, submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:

  a) is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
  b) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
  c) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other photo submission;
  d) defames, misrepresents or contains disparaging remarks about other people, or companies;
  e) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
  f) contains any personal identification, such as personal names or e-mail addresses of any other person depicted in the submission;
  g) contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
  h) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
  i) contains look-alikes of celebrities or other public or private figures, living or dead;
  j) communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate; and/or
  k) violates any law.

All Phase One entries must be received by 11:59:59 p.m. CDT on Thursday, June 16, 2016 to be considered. Essays will only be accepted in English and answers to all questions must be in the form of a statement. The decisions of the Judges are final and legally binding in all matters relating to this Contest. Entries generated by script, macro or other automated means and entries by any other means which subvert the entry process or are otherwise not in compliance with these Official Rules are void. If multiple Entries are received from the same person utilizing multiple email addresses, the Judges may use their discretion to select the entry submission and or disqualify the Entrant from participation in this Contest. All entries become the property of the Sponsor and will not be acknowledged or returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an entrant regarding an entry. Entry must be entrant’s own original work, be true and verifiable, cannot be previously published or submitted in connection with any other, promotion or contest. Sponsor reserves the right in its sole discretion to disqualify any entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

Phase Two Judging and Judging Criteria:
All eligible entries received during the Phase One Contest Entry Period, will be judged, on the following weighted criteria by a panel of qualified Judges selected by Sponsor and Rogers Townsend to select up to ten (10) Finalists to participate in Phase Three:

**Relevance:** The entry demonstrates an understanding of AGILITY for small business. (0-10 points)

**Plan:** The entry articulates a plan for using $50,000 to make the business more agile. (0-10 points)

**Story:** The entry tells an interesting, unique or otherwise captivating story about the business or business owner. (0-10 points)

Subject to verification of eligibility and compliance with these Official Rules, up to ten (10) entries with the highest judging scores will be deemed potential Finalists (the "Finalists") and will advance to Phase Three, subject to verification of eligibility. In the event of a tie, an additional "tie-breaking" judge will determine the entrants who will proceed to Phase Three based on the above stated criteria.

**Phase Two Finalist Notification:**

Each potential Finalist will be notified via telephone and/or email on or about Friday, June 24, 2016. If any e-mail to a potential Finalist is undeliverable, any phone number provided by a potential Finalist is incorrect or no longer in service, a response to any given e-mail or phone call is not received within one (1) business day of date of its issuance or any potential Finalist does not comply with these Official Rules, the opportunity to participate in Phase Three of the Contest may be forfeited and, at Sponsor’s discretion, an alternate Finalist may be selected. Finalists may be required, at the Sponsor's sole discretion, to execute and affidavit of compliance and release form and where lawful a publicity release.

**4. Phase Three:** Each Finalist will be provided with access to a password-protected website to upload their Phase Three entry materials. All material must be uploaded between Friday, June 24, 2016 at 12:00:01 a.m. CDT and Friday, July 1, 2016 by 2:00 p.m. CDT to be eligible.

**ENTRY MATERIALS FOR PHASE THREE:**

**VIDEO:** Produce and submit one (1) video of up to three(3) minutes in length that includes the following:
- Video should detail how you currently harness the power of AGILITY and/or your plan for how the $50,000 grand prize could help your business become more agile. Feel free to give additional context with a tour of your business, explain your business model and/or what makes it special, tell a specific story about a customer experience or a particular challenge, or describe the inspiration for starting your business.

**PHOTO:** Submit three to five photos. A minimum of three (3) photos, and up to a maximum of five (5). The photos may be in color or black & white and should include one of the business owners at or in front of the business.

**BIO:** The Sponsor will include questions to help develop your Bio Page.
Each video must be no larger than 100MB in size and be in mp4, .mov, or .wmv format. Each video must be narrated in English and must not exceed three (3) minutes in length. Limit one (1) unique video submission per Finalist. If a Finalist submits more than one video, or the submitted video exceeds 3 minutes in length, 10% of the Judges score will be subtracted from the Finalist score. Sponsor reserves the right to disqualify any video submission if not compliant with these Official Rules or any other guidelines provided by Sponsor, as determined by Sponsor in its sole discretion. Any person depicted in a video the Entrant must have written permission authorizing such use. All video submissions become the property of the Sponsor and will not be returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with a Finalist regarding any video submission.

All eligible entries will be posted to HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST for public voting to determine the prize winning entries.

By submitting the Finalist materials, entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to his/her entry and any element(s) embodied therein. Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any entry and all elements of such entry, online, in print, film, television, or in any other media now or hereafter known throughout the world. Finalists entry materials must be entrant’s own original work, be true and verifiable, cannot be previously published or submitted in connection with any other, program or contest, may not be offensive or inappropriate and may not contain profanities or obscenities nor depict Contest Entities unfavorably, as determined by Sponsor or the Administrator in their sole discretion. Entries must be consistent with the images of the Contest Entities and must not defame or invade publicity rights of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right in its sole discretion to disqualify any entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

5. Phase Three Public Voting:

Public voting will begin at 12:00:01 a.m. CDT on Tuesday, July 6, 2016 and end at 11:59:59 p.m. CDT on Tuesday, July 26, 2016 ("Public Voting Period"). Up to ten (10) Finalists’ entries will be displayed online at HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST.

How to participate in the voting process LIMIT: One vote per person per day per email address.

To vote visit HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST during the Public Voting Period and complete the online voter registration page with all required information (full name and valid Email address) and submit.

Use of automatic voting software, multiple email addresses or handles to vote multiple times per day, and/or activity deemed by the Sponsor to be contrary to the spirit of fair play as it relates to the Contest and public voting is strictly prohibited. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, forced voting sessions, or other inducements to members of the public, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.
During the Public Voting period, legal residents of the fifty (50) United States and the District of Columbia age thirteen (13) and older will be asked to vote for the entry based on the Judging Criteria below:

**Relevance:** The entry demonstrates an understanding of AGILITY for small business. (0-10 points)

**Plan:** The entry articulates a plan for using $50,000 to make the business more agile. (0-10 points)

**Story:** The entry tells an interesting, unique or otherwise captivating story about the business or business owner. (0-10 points)

At the end of the Public Voting Period the entry with the greatest number of votes will be the Grand Prize winning entry. After Grand Prize is determined by public vote, the Judges select one (1) winner from remaining nine (9) Finalists to determine the Judges Choice prize award. One the Grand Prize and Judges Choice have been selected, the next three (3) entries with the greatest number of votes will be the Runner-Up prize winners (pending verification).

**Prizes:**

**One (1) Grand Prize: $50,000.**

**One (1) Judges Choice Prize: $20,000.**

**Three (3) Runner-Up Prizes: $10,000.**

All prizes payable by check in the name of the winner.

7. **Winning Notifications:**

Winners will be announced on Monday, August 1, 2016. Prize winners will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written and notarized Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be received fully-executed within seven (7) days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected. The alternate prize winner will be defined as the entry in Phase Number Three with the next highest vote score. Acceptance of a prize constitutes permission for Sponsor and its designees to use business’s name for purposes of advertising, promotional and other purposes in any and all media now or hereafter known throughout the world for a period of two (2) years from the conclusion of the Contest, without further compensation, notification or permission unless prohibited by law.

8. **General Rules:**

By participating, each entrant agrees: (a) to be bound by and abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes;
(b) to release, discharge and hold harmless Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, distributors, promotion and advertising agencies, and each of their respective employees, shareholders, officers, directors, agents and representatives (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of any prizes; and (c) to the use of his/her name, social media handle, voice, Entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, its affiliates and agencies, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries or tweets, the announcement of the prizes, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes (or portion thereof) and, if terminated, at its discretion, select the potential winners from among all non-suspect, eligible Entries received prior to action taken.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

BINDING ARBITRATION: EXCEPT WHERE PROHIBITED BY LAW, ENTRANT AGREES THAT: (I) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "AAA RULES") THEN IN EFFECT; (II) ANY ARBITRATION SHALL BE HEARD BY ONE ARBITRATOR TO BE SELECTED IN ACCORDANCE WITH THE AAA RULES, IN DALLAS, TX; (IV) UNLESS BOTH ENTRANT AND AT&T AGREE IN WRITING, THE ARBITRATOR MAY NOT
CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING; (V) JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF; (VI) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH IN THESE OFFICIAL RULES AND LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEYS’ FEES OR COSTS OF BRINGING A CLAIM, ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

CHOICE OF 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 Released Parties in connection with the Sweepstakes shall be governed by, and construed in accordance with Texas law without giving effect to any choice of law or conflict of laws.

9. Winners List: For names of the winners (available after August 26, 2016), go to HTTPS://BIZCIRCLE.ATT.COM/AGILITY-CONTEST

Sponsor: AT&T Mobility LLC, 1025 Lenox Park Blvd NE, Atlanta, GA, 30319.

Administrator: COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702
www.cfapromo.com

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