

CELLAIRIS® BANANA BEAT GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR OPPORTUNITY TO WIN. THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW. ONLINE ENTRY ONLY. INTERNET ACCESS AND TWITTER ACCOUNT REQUIRED TO ENTER. "PROTECTED" TWITTER ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES. VOID WHERE PROHIBITED.

- 1) **GIVEAWAY SUBMISSION PERIOD:** Global Cellular, Inc.'s ("**Sponsor**") "Cellairis® Banana Beat Giveaway" (the "**Giveaway**") begins on 02/13/12 at 12:00:01 A.M. PST and ends on 02/17/12 at 11:59:01 P.M. PST (the "**Giveaway Period**").
- 2) **GIVEAWAY DESCRIPTION:** Follow "@Cellairis" and "@MrCISCOADLER" on Twitter and retweet the Cellairis Banana Beat Giveaway tweet (the "**Giveaway Tweet**") each day during the Giveaway Period for a chance to win in the daily drawing each day of the Giveaway Period.
- 3) **ELIGIBILITY:** The Giveaway is open only to legal residents of the fifty (50) United States (including the District of Columbia), who are thirteen (13) years of age or older as of the date of entry. Sponsor, Banana Beat, and each of their respective companies, affiliates, parents, subsidiary companies, franchisees, employees, directors, officers and advertising and promotion agencies (collectively the "**Giveaway Entities**") and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household of any of the foregoing are not eligible. Void in Puerto Rico and everywhere else outside the U.S. and where prohibited, or otherwise restricted by law. Subject to all federal, state, and local laws. This Giveaway and any advertisements relating thereto are intended for viewing only within the fifty (50) United States and the District of Columbia.

By participating in the Giveaway, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Giveaway eligibility requirements as explained in the Official Rules; (3) you unconditionally accept and agree to comply with and abide by the Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects.

By participating in the Giveaway, if you are an eligible minor (13-17 years old in most states but 13-20 years old in Mississippi and 13-18 years old in Alabama and Nebraska) you represent that you have obtained your parent's or legal guardian's permission and agreement to these Official Rules prior to entering.

Entrants must be a member of good standing of Twitter (<http://twitter.com>) in order to participate in the Giveaway and win a Prize (defined below). NOTE: Sponsor may not receive entries from Twitter users with "protected" updates (i.e., user has set their account so that only people the user has approved can view their updates) due to the way Twitter operates its service. Twitter, Inc. is not a participant in or sponsor of this Giveaway and does not endorse or otherwise have anything to do with this Giveaway.

- 4) **HOW TO ENTER:** NO PURCHASE IS NECESSARY TO ENTER OR WIN, and no entry fee or payment is necessary to participate in the Giveaway. You must have a Twitter Account in order to enter. Each person/entrant is solely responsible for any and all uses of his/her registered account and represents that he/she is the Authorized Account Holder. "**Authorized Account Holder**" is defined as the natural person who is assigned to the email address associated with the Twitter account of the entry.

To enter the Giveaway, eligible entrants must be or become a follower of Cellairis' Twitter page which is "@Cellairis" and a follower of Banana Beat's Twitter page which is "@MrCISCOADLER". Each day during the Giveaway Period, Cellairis will tweet the Giveaway Tweet. Watch for Giveaway Tweet at the following times:

February 13: 1:00 P.M. PST
February 14: 5:00 P.M. PST
February 15: 8:00 A.M. PST
February 16: 12:00 P.M. NOON PST
February 17: 3:00 P.M. PST

When you retweet the Giveaway Tweet before 11:59:01 P.M. PST that same day, you will be automatically entered into the Giveaway. One (1) retweet/entry per day per person. Entries on any day during the Giveaway Period will expire at the end of that day and will not be carried over to the next day.

If your Twitter account is set to "protected mode" or "Private" your entries may not be visible, and may not thus be received by Sponsor. Tweets not received by Sponsor will not be entered into the Giveaway. There is no limit on the number of entries per entrant. Entries will be deemed made by the authorized account holder at the time of entry.

NOTE ABOUT MOBILE: If you choose to receive Sponsor's tweets via your wireless mobile device (which is not required to enter, and may only be available via participating wireless carriers), standard text messaging rates will apply for each text message sent or received from your handset 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) 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 Giveaway. Participation in this Giveaway by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Giveaway, including to notify you if you are a potential winner in this Giveaway, which may be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions

- 5) **SELECTION OF WINNER:** After 11:59:01 P.M. PST on each day during the Giveaway Period, all eligible entries will be entered into a random drawing for selection of one (1) winner for that day. The winner will be announced on the following day at 3:00 PM PST in a Cellairis tweet to all followers with the winner's online name. One (1) prize per person. Winner will be required to provide his/her first and last name or any part thereof, and city/town/village of residency for the winner's list, and postal address for delivery of the Prize. Prize may not be transferred, substituted or redeemed for cash, except that Sponsor may substitute Prize of equal or greater value due to availability. All federal, state and local taxes are the sole responsibility of the winner.
- 6) **FIVE (5) PRIZES WILL BE AWARDED:** Each of five (5) winners will receive one (1) Prize consisting of the following: one (1) Cellairis® by Banana Beat case in Sponsor's sole discretion; one (1) Banana Beat sticker pack; and one (1) Banana Beat Grenade t-shirt. Approximate Retail Value ("**ARV**") of each Prize is \$54.99, and total ARV of all Prizes is a \$274.95.

- 7) **WINNER NOTIFICATION/CONFIRMATION:** No potential Prize winner is the Official Winner unless Sponsor confirms such. The potential winner will be contacted using the direct message feature on Twitter for the user account that posted the winning tweet. It is your responsibility to timely set your account settings to accept contacts by Sponsor and to timely check your account for such messages. Sponsor will make two (2) attempts before 3:00 PM PST on the day following each day during the Giveaway Period to contact a potential Prize winner via such method. Sponsor is not responsible for any failure of delivery of notice attempting to use such methods. A potential Prize winner must respond to the notification by 1:00 PM PST or Sponsor may disqualify that potential Prize winner and notify an alternate randomly selected potential Prize winner, who will be notified in the same manner as stated above. If the Prize is returned to Sponsor as undeliverable or rejected, such potential winner may be disqualified and the Prize will be awarded to an alternate potential winner as described above. Non-compliance may result in disqualification and award of the Prize to an alternate winner. If any potential winner is found to be ineligible, or if he/she has not complied with these Official Rules or declines a Prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected as described above. If any notification, return of Affidavit (defined below), or Prize delivery fails for any reason, or a required response is not timely received, such potential winner may forfeit the Prize, and Sponsor will select an alternate potential Prize winner as described above. Entrants agree that their online name, first and last name or any part thereof, and city/town/village of residency, may be used to announce the Prize winner and for publication, advertising and promotional purposes. Entrants hereby waive, release, and agree to hold Sponsor and Giveaway Entities harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or other claims for any use of information about the winner.
- 8) **PRIVACY:** Except as otherwise stated in these Official Rules, any personal information collected in connection with this Giveaway will be used in accordance with the Sponsor's Privacy Policy and any other consent given by an entrant. Participation in this Giveaway constitutes consent to said Privacy Policy. Any communication or information transmitted to Sponsor and/or the Giveaway Application by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary. For all terms and conditions of Cellairis' privacy policy please see www.Cellairis.com.
- (A) **Protection of Children:** The Company does not knowingly collect or use any personal information from children (minors younger than 13) through the Website. If you are a parent and believe Cellairis may have inadvertently collected such information from your child, please notify Cellairis immediately by sending an email to customer.service@cellairis.com
- (B) **Questions, Comments, or Contact Us:** If you have questions or comments about this Privacy Policy, or you wish to access or make changes to information we have about you, please contact us at: Cellairis Franchise, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005 or E-mail: customerservice@cellairis.com
- 9) **FURTHER DOCUMENTATION:** The potential winner (and his/her parents or legal guardians if an eligible minor) may be required to submit an Affidavit of Eligibility / Release of Liability / Publicity Release / Prize Acceptance Form (collectively, the "**Affidavit**") within seven (7) calendar days of attempted notification, or any other additional assignments or certificates of engagement for the entry or other documents, releases, and affidavit of eligibility as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules. Each entrant agrees to sign the same upon Sponsor's request thereof to remain eligible for the prize.

- 10) **OTHER CONDITIONS:** Entrants agree that Giveaway Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting, in whole or in part, directly or indirectly, from participation in the Giveaway or any Giveaway-related activity, including, without limitation, from acceptance, receipt, possession and/or use or misuse of a Prize. Sponsor reserves the right in its sole discretion to cancel or suspend this Giveaway, in its entirety or in part, for any reason, including should virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt the administration, security, fairness, integrity or proper play of the Giveaway, or any part of it. Giveaway Entities are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Giveaway, by any technical or human errors which may occur in the transmission or processing of the entries in the Giveaway. In the event of termination or cancellation, Sponsor reserves the right award the prize from among all eligible, non-suspect, entries received prior to the date of the termination or cancellation using the judging criteria outlined above or a random drawing method, at the sole discretion of Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Giveaway or Giveaway Application; to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Giveaway Entities are not responsible for entries that are late, tampered with, forged, incomplete, misdirected, lost, misplaced, stolen, delayed, garbled, damaged, inaccurate, undelivered, destroyed or otherwise not in compliance with these Official Rules, and all such submission/entries will be void. The Prize is 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. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE GIVEAWAY APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 11) **DISPUTES:** THE GIVEAWAY IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, U.S.A., WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES, AND THE SOLE AND EXCLUSIVE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ATLANTA, GEORGIA, U.S.A. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES.
- 12) **SPONSOR:** The Sponsor of the Giveaway is Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005. For a list of winners, send a self addressed stamped envelope with your request to Cellairis Banana Beat Giveaway, c/o Global

Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005. Vermont residents may omit return postage. The winners list will be available by March 2, 2012.

- 13) MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.