

CELLAIRIS “TUG OF WAR” SWEEPSTAKES
OFFICIAL RULES 2012

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. OPEN TO U.S. RESIDENTS ONLY. ONLINE ENTRY ONLY. INTERNET ACCESS AND ACTIVE FACEBOOK ACCOUNT IS REQUIRED TO ENTER.

- 1) **SWEEPSTAKES SUBMISSION PERIOD:** The “Cellairis Tug of War Sweepstakes” sponsored by Global Cellular, Inc. (the “**Sweepstakes**”) will begin on 1/30/12 at 11:59 A.M. EST and end on 2/5/12 at 5:59 P.M. EST (the “**Entry Period**”).
- 2) **SWEEPSTAKES DESCRIPTION:** The object of the Sweepstakes is to visit www.facebook.com/cellairis (“**Cellairis Page**”) and vote for one of the two teams that are playing in Super Bowl XLVI by selecting one of the two images that are provided by Global Cellular, Inc. (“**Sponsor**”) during the Entry Period as directed on the Cellairis Page (the “**Sweepstakes Application**”). You must ‘like’ the Cellairis Page to enter and to be eligible to win a \$500 Apple gift card.
- 3) **ELIGIBILITY:** The Sweepstakes 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 opening of the Entry Period who have read and accepted these Official Rules. If you are 13-17 years of age, you represent and warrant that you have the permission of your parent or guardian to enter the Sweepstakes and that your parent or guardian agrees to these Official Rules on your behalf. Employees, directors and officers of Sponsor, and any of their respective affiliates, parents, subsidiary companies, franchisees, licensees, assignees, and advertising and promotion agencies (collectively the “**Sponsor Entities**”) and members of their 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 fifty (50) United States (including the District of Columbia) and where prohibited or otherwise restricted by law. Subject to all federal, state, and local laws. This Sweepstakes 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 Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Sweepstakes 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.
- 4) **HOW TO ENTER:** NO PURCHASE IS NECESSARY TO ENTER OR WIN, and no entry fee or payment is necessary to participate in the Sweepstakes. You must ‘like’ the Cellairis Page on Facebook in order to enter. To enter the Sweepstakes, during the Entry Period, entrants must visit the Sweepstakes Application on the Cellairis Page and follow the onscreen directions to enter by voting for one of two images that are provided by Sponsor by clicking on the VOTE button below the image (each vote is an “**entry**”). Entrants may vote for the team image that they, in their independent discretion, like better

than the other team image provided by Sponsor. Incomplete entries or entries that do not fully comply with these Official Rules, in the sole discretion of Sponsor, will not be eligible. Limit one entry per person per day. Entrants also will be prompted to enter their email addresses for winner notification.

- 5) **SELECTION OF WINNERS:** One (1) winner will be chosen. At the close of the Entry Period, Sponsor will conduct a random drawing of eligible entries received during the Entry Period to select one (1) potential winner, subject to eligibility and compliance with the Official Rules. In addition, at the end of the Entry Period, the team image that receives the most number of votes will be the winning team image as reported on the Cellairis Page. Each person/entrant is solely responsible for any and all uses of his/her account. Entries will be deemed made by the authorized account holder at the time of entry. The Random Drawing will be on February 6, 2012.
- 6) **PRIZES:** One (1) prize will be awarded: \$500 Apple gift card (subject to terms and conditions for Apple gift cards at <http://store.apple.com/us/browse/home/giftcards>). Total ARV of the prize is Five Hundred Dollars (\$500). Limit one (1) prize per person. Odds of winning depend on the number of eligible entries received. The gift card will be mailed to the winner's address within two weeks after confirmation of the winner and receipt of the affidavit of eligibility and release.
- 7) **WINNER NOTIFICATION/CONFIRMATION:** No potential Prize winner is an Official Winner unless Sponsor confirms such. The potential Prize winner will be notified via email provided upon entry. Sponsor will make two (2) attempts, two (2) days apart, to contact a potential Prize winner via such method. A potential Prize winner will have four (4) calendar days from the time of the first notification attempt to respond to Sponsor or Sponsor may disqualify that potential Prize winner and notify an alternate potential Prize winner, based on another randomly selected entry from the eligible entries, who will be notified in the same manner as stated above. A potential Prize winner must verify eligibility and compliance with these Official Rules through return of an affidavit of eligibility and liability and publicity release within seven (7) calendar days, and will be required to provide their postal address for delivery of the Prize. If any notification, return of affidavit of eligibility and release, or Prize delivery fails for any reason, such potential Prize winner may forfeit the Prize, and Sponsor will select an alternate potential winner as described above. Entrants agree that their names 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 Sponsor Entities harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or other claims for any use of information about a winner. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail, phone number or postal address during or shortly after the Entry Period.
- 8) **PRIZE RESTRICTIONS:** Except as determined by Sponsor in its sole discretion, no substitution of the Prize shall be offered and no transfer of the Prize to a third party is permitted. All federal, state, and other tax liabilities arising from this Sweepstakes are

the sole responsibility of the Prize winner. No more than the stated number and value of prizes listed in these Official Rules will be awarded.

- 9) **PRIVACY:** Except as otherwise stated in these Official Rules, any personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's Privacy Policy at <https://www.cellairis.com/privacy-policy> and any other consent given by an entrant. Participation in this Sweepstakes constitutes consent to said Privacy Policy and to receipt of email, mail and other communications about this Sweepstakes. Any communication or information transmitted to Sponsor and/or the Sweepstakes Application by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary.
- (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 Sponsor may have inadvertently collected such information from your child, please notify Sponsor 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: Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005 or E-mail: customerservice@cellairis.com.
- (C) You understand that you are providing your information to Sponsor. The information you provide will be used to administer the Sweepstakes including, without limitation, to communicate with entrants or potential winners, to email information collected to contact potential winners and to post the winner's list. To the extent permitted by law, Sponsor may contact you by email or otherwise to send you company updates and announcements and you can unsubscribe at any time; or to request your consent to receive company updates and announcements. (For all terms and conditions of Sponsor's privacy policy please see www.Cellairis.com).
- 10) **OTHER CONDITIONS:** Entrants agree that Sponsor and Sponsor 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 Sweepstakes or any Sweepstakes-related activity, including, without limitation, from acceptance, receipt, possession and/or use or misuse of the Prize. Sponsor reserves the right in its sole discretion to cancel or suspend this Sweepstakes, 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 Sweepstakes, or any part of it. Sponsor and Sponsor 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 Sweepstakes, by any technical or human errors which may occur in the transmission or processing of the

entries in the Sweepstakes. 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, at the sole discretion of Sponsor. Sponsor and Sponsor 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. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or 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. Entries using commercial sweepstakes subscription notification and/or entering service sites, or automated entries using software or bots, are ineligible. All prizes are 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. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

- 11) **DISPUTES:** THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, AND THE SOLE AND EXCLUSIVE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ATLANTA, GEORGIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. 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) **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional documents, releases, or affidavit of eligibility as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request thereof to remain eligible for the prize.

- 13) SPONSOR: The Sponsor of the Sweepstakes is Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005. Sponsor is the owner of the “Cellairis” brand and mark, and the Cellairis Page.
- 14) COPIES OF OFFICIAL RULES AND WINNERS LIST: The winner’s list will be posted on the Cellairis Page on or about February 6, 2012. For a list of the winner or a copy of these Official Rules, send a self-addressed stamped envelope to Cellairis Tug of War Sweepstakes, c/o Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005. Residents of Vermont may omit return postage.
- 15) Apple, Inc. and Facebook are not sponsors and do not endorse this Sweepstakes.