

BLING IN THE NEW YEAR
OFFICIAL RULES 2013

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, TWITTER ACCOUNT, OR INSTAGRAM ACCOUNT IS REQUIRED TO ENTER.

- 1) SWEEPSTAKES SUBMISSION PERIOD: Global Cellular, Inc. (“**Sponsor**”) Bling in the New Year (the “**Sweepstakes**”) will begin on January 4, 2013 at 12:00:01 A.M. Eastern Time and end on January 31, 2013 at 11:59:01 P.M. Eastern Time (the “**Entry Period**”).

- 2) SWEEPSTAKES DESCRIPTION: To enter, upload a photograph of an item that needs more “bling” to any or to all of the following three social media platforms and follow the instructions provided on the platforms to enter (“**Sweepstakes Entry**”): (i) visit www.facebook.com/cellairis (“**Cellairis Page**”), ‘like’ the Cellairis Page and upload your photo and follow the instructions to link to the Sweepstakes; (ii) follow “@Cellairis” on Twitter, upload your photo and follow the posted instructions; or (iii) follow “@Cellairispics” on Instagram, upload your photo and follow the instructions (Facebook, Twitter and Instagram collectively, the “**Sweepstakes Application**”). If you enter the Sweepstakes via Twitter, you must include the “@Cellairis #DeBariBling” with your Sweepstakes Entry. If you enter the Sweepstakes via Instagram, you must include the “@Cellairispics #DeBariBling” with your Sweepstakes Entry. You must ‘like’ the Cellairis Page or follow Cellairis on Twitter or follow Cellairis on Instagram to be eligible to win. If you choose to enter on all three Sweepstakes Applications, each uploaded photo must be different to be an eligible entry. One (1) winner will receive the following: (a) 5 DeBari cases for any product which Sponsor carries at the time the winner is chosen; (b) \$500 cash; and (c) a pair of jeans by 7 For All Mankind.

- 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, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of entry. Employees, directors and officers of Sponsor and any of their respective affiliates, parents, subsidiary companies, franchisees, and advertising and promotion agencies (collectively the “**Sweepstakes 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 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. You are not authorized to participate in the Sweepstakes if you are not located in the United States.

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.

By participating in the Sweepstakes, 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 have an active account on Facebook (www.facebook.com) and must 'like' the Cellairis Page in order to participate in the Sweepstakes and win the Prize.

Entrants must have an active account on Twitter (<http://twitter.com>) and must follow "@Cellairis" in order to participate in the Sweepstakes and win the Prize. 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.

Entrants must have an active account on Instagram (www.instagram.com) and must follow "@Cellairispics" in order to participate in the Sweepstakes and win a Prize.

Facebook, Inc., Twitter, Inc., and Instagram, Inc. are not participants in or sponsors of this Sweepstakes and do not endorse or otherwise have anything to do with this Sweepstakes.

- 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 to enter the Sweepstakes, or you must have a Twitter Account and be or become a follower of Cellairis' Twitter page which is "@Cellairis" in order to enter, or you must have an Instagram Account and be or become a follower of Cellairis' Instagram page which is "@Cellairispics" in order to enter. Each 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 either the Facebook account, Twitter account, or Instagram account of the entry.

To enter the Sweepstakes, entrants must visit a Sweepstakes Application and follow the instructions to submit a Sweepstakes Entry. You must provide all of the information requested on the Sweepstakes Application. Incomplete entries or entries that do not fully comply with these Official Rules and the Submission Guidelines, in the sole discretion of Sponsor, will not be eligible. Additionally, entries that contain inappropriate images, in the sole discretion of Sponsor, will not be eligible to win and will be removed from all Sweepstakes Applications. Limit one (1) Sweepstakes Entry per person per Sweepstakes Application. An entrant **can** submit one (1) entry per Sweepstakes Application (a total of

three (3) different entries); provided that the entrant submits only one entry on each of Twitter, Facebook and Instagram and provided further that each entry is associated with a unique photograph (three (3) photographs in total).

If your Twitter account is set to “protected mode” or “Private,” your entries may not be visible, and may not be received by Sponsor. Tweets not received by Sponsor will not be entered into the Sweepstakes. 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 Sweepstakes. Participation in this Sweepstakes by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Sweepstakes, including notifying you if you are a potential winner in this Sweepstakes, 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.

The information you provide will be collected and used to administer the Sweepstakes including, without limitation, to communicate with entrants or potential winners, to contact potential winners and to post the winners’ list. Sponsor and its affiliates, vendors and franchisees also may contact you by email or otherwise to send you company updates and announcements or to request your consent to receive company updates and announcements; you can unsubscribe at any time.

(For all terms and conditions of Cellairis’ privacy policy please see www.Cellairis.com).

- 5) **SELECTION OF WINNERS:** After the close of the Entry Period, all eligible entries will be entered into a random drawing for selection of one (1) winner. The winner will be announced by February 1, 2013 at 11:59:01 P.M. EST via Facebook, Twitter, and Instagram with the winner’s online name. One (1) prize per person. Before being confirmed as a winner, selected entrants 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. All potential winners are subject to eligibility and compliance with the Official Rules. Entries will be deemed made by the Authorized Account Holder at the time of entry. Odds of winning the Prize depend on the number of eligible Sweepstakes Entries submitted.

- 6) **PRIZES:** One (1) winner will receive the following: (a) 5 DeBari cases for any product which Sponsor carries at the time the winner is chosen; (b) \$500 cash; and (c) a pair of jeans by 7 For All Mankind. Approximate Retail Value (“ARV”) of the Prize is \$930, and total ARV of all Prizes is a \$930. Except as determined by the Sponsor in its sole discretion, no substitution of any prize shall be offered and no transfer of a Prize to a third party is permitted. Prize may not be substituted or redeemed for cash, except that Sponsor may substitute a Prize of equal or greater value due to availability. 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. The Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the gift certificates. It is the sole responsibility of the entrant to notify the Sponsor in writing at media@cellairis.com if the entrant changes his or her Sweepstakes Application account, e-mail, phone number or postal address during or shortly after the Entry Period. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.
- 7) **WINNER NOTIFICATION/CONFIRMATION:** No potential Prize winners are Official Winners unless Sponsor confirms such. Potential Prize winners will be notified via email, direct message or photo tag, as applicable. Sponsor will make two (2) attempts, two (2) calendar days apart, to contact the potential Prize winner via such method(s). 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 person and notify an alternate potential winner based on a random drawing. The alternative potential winner will be notified in the same manner as stated above. If any notification attempt or prize delivery fails or is returned for any reason, such potential winner may forfeit the prize, and Sponsor may select an alternate potential winner. Potential Prize winners will be required to confirm their address before delivery of such prize, or Sponsor may simply mail such prize to the potential winner at the contact information provided.

The potential winner (and his/ her parent or legal guardian if an eligible minor) will be required to submit an Affidavit of Eligibility / Release of Liability / Publicity Release / Prize Acceptance Form (collectively, the "**Affidavit**"). The Affidavit must be signed and returned to Sponsor within seven (7) calendar days of the first attempted notification of potential winner who will be required to provide his/her postal address for delivery of the Prize. If any part of either the prize, or the Affidavit, is returned to Sponsor as undeliverable or rejected or if Sponsor does not receive a response from any potential winner within seven (7) calendar days of first notification attempt, 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 the prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected as described above. Winners agree that their online name, first and last name or any part thereof, photographs or videos of them, and their city/town/village of residency, may be used to announce the winner and for publication, advertising and promotional

purposes. Entrants hereby waive, release, and agree to hold Sponsor and Sweepstakes Entities harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or other claims for any use of their entries or information about them.

- 8) **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 and with any other consent given by an entrant, winner, or guest. Participation in this Sweepstakes constitutes consent to said Privacy Policy and to transfer personal information to Sponsor's or its vendors' servers in the United States for administration of the Sweepstakes and other communications. 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 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: Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005 or E-mail: customerservice@cellairis.com
- 9) **SUBMISSIONS:** You are solely responsible for the entries that you post, tweet, upload, share, email, transmit or otherwise make available ("**Submission**"). All Submissions are subject to the Official Rules. Sponsor is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, accurate and not misleading; that you own all right, title and interest, including copyright, to your Submission, and that your Submission is your own original work; that your Submission does not include the trade secret or confidential information of others, and does not infringe any other person's or entity's rights, such as any third party's intellectual property such as trademarks, logos or service marks; that you and any other person or entity (or its owner) mentioned or shown in your Submission hereby release and hold harmless Sponsor and its designees from and against any and all claims concerning Sponsor's or its designees' use, modification or distribution of the Submission or any part thereof; and that any other person that appears in your Submission has consented to being in your Submission. You must hold all necessary releases, licenses and consents concerning the contents of your Submission and rights to post, distribute, or transmit your Submission. You agree that you will evaluate and bear all risks associated with your Submission and any disclosure in your Submission. Submissions will be available to Facebook, Twitter, and Instagram users.

By making a Submission, you assign and transfer all right, title, and interest in and to the entry together with the goodwill associated therewith in exchange for the consideration which is the right to enter Sweepstakes and a chance to win. You agree that the consideration previously mentioned which has been delivered at the time of making your entry is adequate, sufficient, and valuable. Under the foregoing assignment Sponsor has exclusive rights to use, distribute, reproduce, modify, combine, adapt, publish, translate, rent, lease, sell, publicly perform, publicly display and create derivative works of your Submission (in whole or in part), along with your name or any part thereof, your city/town/village of residency, and other information from your user profile, in Sponsor's sole discretion, and to use or incorporate all or any part of your Submission into other advertising, promotion, marketing, review, recommendation, research, analysis or other materials in any format or medium now known or later developed. You hereby waive any right to inspect such use and waive, release, and hold Sponsor and its affiliates, licensees, assignees and designees harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or similar claims for any use of your Submission.

- 10) OTHER CONDITIONS: Entrants agree that the Sweepstakes 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 a 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. Sweepstakes 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 to 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 it finds to be tampering with the entry process or the operation of the Sweepstakes or Sweepstakes Application, or to be acting in an unsportsmanlike or disruptive manner or in violation of these Official Rules. Sweepstakes 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. 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. 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 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.

- 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 assignments or certificates of engagement for the entry or other documents, releases, and Affidavit 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. Sponsor may require that the winner provide his/her Social Security Number or complete a W9 form for tax reporting.
- 13) **SPONSOR:** The Sponsor of the Sweepstakes is Global Cellular, Inc., 6485 Shiloh Road, Building B, Unit 100, Alpharetta, GA 30005.
- 14) **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.

You understand that you are providing your information to Cellairis. 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 winners' list. To the extent permitted by law, Cellairis 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 Cellairis' privacy policy please see www.Cellairis.com). Any data collected will not be sold to third parties. A complete list of winners or a copy of these Official Rules will be provided to anyone that requests such information, by providing Sponsor with a self-addressed stamped envelope to Sponsor's address listed in Section 13 above. Residents of Vermont may omit return postage.