

## Terms and Conditions for MasterCard eGift Card Promotion

This promotion is valid only for the intended recipients who receive and open the \$50 or \$100 MasterCard eGift card promotional SMS Text from Simple Mobile and/or Total Wireless brands.

The following terms and conditions apply to Simple Mobile and Total Wireless' \$50 or \$100 MasterCard eGift Card Activation Promotion. By participating in this Promotion, you the participant ("Participant") fully and unconditionally agree to and accept these Terms and Conditions, which are a legally binding agreement. Simple Mobile & Total Wireless are all brands of TracFone Wireless, Inc. d/b/a Straight Talk, Simple Mobile, Tracfone, Total Wireless and Net10 Wireless. TracFone Wireless, Inc. is the sponsor ("Sponsor") of this Promotion.

### **Participation Requirements:**

- 1. Select an activation option** from the body of your promotional Text Message to activate your device from Simple Mobile or Total Wireless by **04/14/2020**. You must activate by **04/14/2020** to qualify.
- 2. You will receive a text message\*** to your activated phone number by **04/24/2020**. The text message will include a unique redemption code with instructions on how to redeem your eGift card.
- 3. Redeem your unique code** with the instructions from the text message you receive. Please note that the unique code can only be redeemed once and cannot be replaced. Limit of 1 eGift Card per qualifying phone number permitted.

Once your service is activated, it may take up to **10 business days for processing**. Once the validation process is complete, qualified consumers will automatically receive a unique promotional code and a link to redeem the eGift card via text message by **4/24/2020**.

Please redeem the unique promotional code using the link provided in the text message you receive. All promotional codes are single-use and may be used only one (1) time. Codes cannot be replaced. Please make sure to download your MasterCard eGift Card immediately after redemption of the promotional code.

### **\*Text Messaging (SMS) Terms and Restrictions:**

Message and Data Rates may apply to each message sent or received. By participating in this program, you consent to receive a one-time automated text message to the phone number you activate which will include information pertaining to your eGift reward. The text message is an electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages. Wireless service providers may charge Participants for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider's pricing plan for details. Participant is responsible for all

applicable fees and taxes associated with participating in this Promotion. Proof of text messaging is not considered proof of delivery to or receipt of such Promotion.

Terms and Conditions apply to use of the \$50 or \$100 MasterCard eGift Card and will appear on the virtual card. For complete eGift Card terms and conditions please see below. Cards cannot be sold or bought. Void if sold or exchanged for compensation.

**General Terms:**

Sponsor and TPG Rewards, Inc. reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend this Promotion should computer hardware or software incidents or malfunctions, including, but not limited to virus, bugs, worms, tampering, non-authorized human intervention, fraud, technical failures or other causes beyond its control, compromise the administration, security, fairness or proper conduct of the Promotion. Sponsor and TPG Rewards, Inc. reserve the right, in their sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation and administration of the Promotion. For details regarding the collection and use of information from Participants, please consult Sponsor's privacy policy on its website. Additionally, Sponsor and TPG Rewards, Inc., reserve the right to prosecute any fraudulent activities to the full extent of the law. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the mobile phone number at time of entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, and its parent companies, subsidiaries, affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials related to this Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Disputes:**

Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, and participant shall consent to the exclusive jurisdiction of the state or federal courts of Miami-Dade County, Florida; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these

Terms and Conditions, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules.

The merchants represented are not sponsors of the rewards or otherwise affiliated with this company. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions. Present the Terms and Conditions anytime you're presenting specific gift card use details.

Restrictions apply, please see reward certificate for instructions on how to use your virtual card and any restrictions. If you have questions about redeeming your virtual card, please contact us at [customerservice@tpgny.com](mailto:customerservice@tpgny.com).