

## The “TIM MCGRAW 2018 Concert Tickets Giveaway” Sweepstakes

### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

The “TIM MCGRAW 2018 Concert Tickets Giveaway” sweepstakes (the “Sweepstakes”) may only be entered in or from the forty-eight (48) contiguous United States and the District of Columbia (excluding territories and possessions) (collectively, the “Sweepstakes Territory”). Entries originating from any other jurisdiction are not eligible. You are not authorized to participate in the Sweepstakes if you are not located within the Sweepstakes Territory.

#### 1. ELIGIBILITY.

Participation in Sweepstakes is open only to legal residents of the Sweepstakes Territory who are eighteen (18) years of age or older as of January 19, 2018. Void outside of the Sweepstakes Territory, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers and directors of EM.Co (“Sponsor”), its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials (“Sweepstakes Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.

#### 2. SWEEPSTAKES PERIOD.

The Sweepstakes will begin on October 4, 2018 at 5:00:01 p.m. EST and will end on February 1, 2018 at 11:59:59 p.m. EST (“Sweepstakes Period”).

#### 3. HOW TO ENTER.

To enter the Sweepstakes, visit <https://mcgr.aw/neonsweepstakes> and connect to your Spotify® account during the Sweepstakes Period to submit a valid Sweepstakes entry (**each, an “Entry”, collectively, “Entries”**). One (1) Entry per person. If multiple Entries are received by the same entrant, only the first Entry submitted by that entrant will qualify for entry into the Sweepstakes; subsequent Entries submitted by that entrant shall be disqualified. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering, entrants agree to be bound by the decisions of the Sponsor, and these Official Rules and to comply with all federal, state, and local laws and regulations. You must have a valid Spotify® account to enter. If an entrant has no Spotify® account, one can be created by visiting <http://www.spotify.com> and following the instructions to set up an account.

#### 4. PRIZES.

One (1) Grand Prize Winner will receive: Two (2) tickets for Grand Prize Winner and one (1) guest to attend the Twin Cities Summer Jam Festival on July 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> in Shakopee, MN, Meet & Greet passes to meet Tim McGraw at the festival, coach airline flights to and from the festival for 2 people, and hotel room accommodations for the festival dates.

For purposes of these Official Rules, the Grand Prize Winner shall collectively be referred to as “Winner”.

The approximate retail value (“ARV”) of all prizes combined (collectively, the “Prize”) is Four Hundred and Fifty U.S. Dollars (\$3,000.00). The ARV of the Prize represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Prize is non-transferable. No substitutions or cash redemptions provided that the Sponsor reserves the right to substitute the Prize in whole or in part for a Prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. Prize may not be sold, bartered or transferred. Prize does not include any additional expenses, including, but not limited to travel, transportation, incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the sole responsibility of Winner.

Grand Prize Winner’s guest must be at least eighteen (18) years of age as of February 22, 2018 and will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release within four (4) calendar days of Prize notification. If any Winner or guest is younger than the age of majority in his/her state or province of residence as of January 19, 2018, then such individual’s parent or legal guardian must provide written permission allowing the Winner to accept the Prize and the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by a parent or legal guardian. If a Winner rejects his/her Prize or in the event of noncompliance with these Official Rules and requirements, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given. The Grand Prize Winner’s guest cannot be changed after the Affidavit is received by Sponsor. If any Winner rejects his/her Prize or in the event of noncompliance with these Sweepstakes Official Rules and requirements, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given.

## **5. RANDOM DRAWING/ODDS.**

The Winners will be selected in a random drawing from all eligible Entries on or around March 1, 2018. The drawing will take place at the executive offices of EM.Co, 2019 Richard Jones Rd., Nashville, TN 37215. The odds of winning depend on the number of eligible Entries received. The Winner will be notified by email and if any Winner cannot be contacted within five (5) calendar day of first notification attempt, the Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

## **6. CONDITIONS.**

**All federal, state, provincial and local taxes are the sole responsibility of the Winners.**

Participation in this Sweepstakes and acceptance of Prize constitutes Winners’ and the Grand Prize Winner’s guest’s permission for Sponsor to use their name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Winners and the Grand Prize Winner’s guest regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, guest and Winners agree to release and hold harmless Sponsor, Sweepstakes Entities and their respective advertising and promotion agencies, parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (“Released Parties”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of Prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Released Parties are not responsible if the Sweepstakes cannot take place or if any Prize cannot be awarded including, but not limited to due to travel cancellations, delays or

interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

## **7. ADDITIONAL TERMS.**

In the case of dispute as to the identity of any entrant, the Entry will be deemed to have been submitted by the Authorized Account Holder of the email account associated with the winning Entry. "Authorized Account Holder" is defined as the natural person to whom an email account is assigned. Any potential Winner may be requested to provide Sponsor with proof that such Winner is the Authorized Account Holder of the email account associated with the winning Entry. Any other attempted form of Entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, 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 Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right to cancel, terminate, modify, extend or suspend this Sweepstakes should it determine (in its sole discretion) that a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the Winners from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. Sponsor reserves the right not to award any or all Prize, or to cancel, terminate, modify, extend or suspend this Sweepstakes without liability in the event an insufficient number of eligible Entries are received.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.**

**8. WAIVER:** By entering in the Promotion, you release Sponsor and their respective parent, related, affiliated or subsidiary entities and Tim McGraw ("Artist") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort, warranty or other theory.

## **9. USE OF DATA.**

Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the EM.Co privacy policy at <http://em.co/privacy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**10. ISSUES OF LAW.**

All federal, state and local laws and regulations are applicable. THE TENNESSEE COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES AND THE LAWS OF THE STATE OF TENNESSEE SHALL EXCLUSIVELY GOVERN THIS SWEEPSTAKES WITHOUT REGARDS TO CONFLICT OF LAW RULES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. EACH ENTRANT EXPRESSLY WAIVES THE RIGHT TO HAVE ANY SUCH ACTION OR PROCEEDING HEARD BEFORE A JURY.

**11. HOW TO GET MORE INFORMATION.**

To obtain a list of the Winners, send a self-addressed, stamped envelope by March 8, 2018 to: EM.Co PO BOX 150366 Nashville, TN 37215, Attention: "TIM MCGRAW 2018 Concert Ticket Giveaway" Sweepstakes, Winners' names. To obtain a copy of these Official Rules, send a self-addressed, stamped envelope by March 8, 2018 to: EM.Co PO BOX 150366 Nashville, TN 37215, Attention: "TIM MCGRAW 2018 Concert Ticket Giveaway" Sweepstakes, Official Rules.

**12. SPONSOR.**

Sponsor is EM.Co, 2019 Richard Jones Rd. Nashville, TN 37215.