

## Official Rules for 2<sup>nd</sup> & Charles's Bonnaroo Sweepstakes ("**Sweepstakes**")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

### 1. Eligibility:

Sweepstakes starts Saturday, April 1<sup>st</sup>, 2017 and ends on Sunday, April 30<sup>th</sup>, 2017 at 11:59 pm CST (the "**Promotion Period**"). All entries must be received prior to Sunday, April 30<sup>th</sup>, 2017 at 11:59 pm CST. This Sweepstakes is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry who have provided a valid email address and phone number. Only one (1) entry per person will be accepted. Officers, directors and employees of 2<sup>nd</sup> & Charles, Inc. ("**Sponsor**"), or their respective affiliated or subsidiary companies, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the "**Promotion Entities**"), and their immediate family members and/or those living in the same household of such persons, are not eligible to enter the Sweepstakes. The Sweepstakes is governed by the laws of the United States. All federal, state, and local laws and regulations apply. Void where prohibited.

### 2. To Enter:

Enter by the sweepstakes form on [www.2ndandcharles.com/musicmonth](http://www.2ndandcharles.com/musicmonth). Entries must be received by Sunday, April 30<sup>th</sup>, 2016 at 11:59 pm CST, to be eligible. No entries will be accepted beyond this time. Limit one (1) entry per person. Incomplete, illegible, or mechanically reproduced entries will be disqualified.

Entry must be made by the entrant. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities shall not be 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 or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

### 3. Winner Selection:

One (1) winner will be selected by the Sponsor from the pool of eligible entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received during the

Promotion Period. The drawing will be conducted by Sponsor or its designee, selected by Sponsor in its sole discretion.

#### 4. Winner Notification:

The potential winner will be notified via email or phone. If the prize goes unclaimed, an alternate winner will be selected. The winner will have forty-eight (48) hours from the date of notification to claim the prize or an alternate winner will be selected. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

#### 5. Prize:

One (1) prize is available. The prize consists of two (2) tickets (for the winner and one [1] guest) to attend the Bonnaroo Music Festival in Manchester, TN June 8-11, 2017. The winner will also 1 car camping pass. Any other costs associated with acceptance or use of the prize is at the prize winner's and their guest's sole expense, including, but not limited to, any travel or ground transportation associated with the prize, hotel accommodations, rental car(s), parking fees, gasoline, tolls, food and beverages. All details of the prize (including but not limited to any anticipated dates and times) are subject to change at Sponsor's sole discretion. The approximate retail value ("**ARV**") of the prize is \$850. The ARV represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event that a stated ARV is more than the actual fair market value, the difference will not be awarded in cash or otherwise. The prize is non-transferable and no substitution or cash equivalents will be made except as provided herein at the Sponsors' sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value, if the prize should become unavailable for any reason.

The prize winner's guest must be eighteen (18) years of age or older, or if such guest is under the age of majority in his or her state of residence (a "**minor**"), the prize winner must be such minor's parent or legal guardian, or attend the Music Festival with the written permission of such parent or legal guardian in form and substance acceptable to sponsor in its sole discretion. The prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or other documents compensation.

## 6. General Conditions:

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The prize will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within two (2) days of prize notification, or such other time as indicated by Sponsor in its sole discretion, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

## 7. General Liability Release/Force Majeure:

Acceptance of a prize constitutes winner's (or any minor winner's parent or legal guardian) permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities and Facebook (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or

other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### 7. Conduct:

All Sweepstakes participants agree to be bound by these Official Rules. Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be in violation of these rules.