## MUSIC CLIMATE REVOLUTION SWEEPSTAKES <u>OFFICIAL RULES</u>

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**SPONSOR:** Reverb, 386 Fore Street, Suite 202, Portland, Maine 04101. Reverb is a 501(c)3 nonprofit dedicated to empowering individuals to take action toward a better future for the people and the planet.

**ELIGIBILITY:** To enter the Music Climate Revolution Sweepstakes ("Sweepstakes"), you must be a legal U.S. resident physically residing in the 50 United States (includes DC) and, at the time of entry, must be at least 18 years of age or older and have reached the age of majority in your state of residence. Employees of Sponsor or its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Sweepstakes, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible. Sweepstakes is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

**SWEEPSTAKES PERIOD:** The Sweepstakes will take place online from June 3, 2021 through August 1, 2021.

HOW TO ENTER: To enter, visit the Music Climate Revolution website at https://reverb.org/campaign/music-climate-revolution/. Click "Fans and Individual" and select an action to complete. Once complete, the "Join Now" entry box option will appear. Complete all fields of the electronic form during the Sweepstakes Period. Entries that are lost, late, incomplete, illegible, corrupted, mechanically reproduced, falsified, mutilated, damaged, altered or otherwise irregular, misdirected entries or entries not received for any other reason will be deemed void and disqualified at Sponsor's sole and absolute discretion. Limit one (1) entry per person during the Sweepstakes Period. Entries become property of Sponsor and will not be returned.

**PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV"):** One (1) prize will be randomly awarded in total. The winner will receive the following:

• 2 tickets (1 pair) to one (1) upcoming concert between August 15, 2021 and December 31, 2022 by an artist participating in the Music Climate Revolution campaign as of June 3, 2021. Artists include Billie Eilish, Dave Matthews Band, Phish, Shawn Mendes, Maroon 5, Brittany Howard, The 1975, The Lumineers, Finneas, Luke James, Dead & Company, Michael Franti, Dispatch, Guster, AJR, KT Tunstall, Fitz and the Tantrums, Sleater-Kinney, Jason Isbell, Jack Johnson. This list may be expanded. Tickets are subject to availability at the time of the request. In the event a first choice event is unavailable, winner will be able to make an alternate choice. (ARV: \$300.)

Winning a prize is contingent upon fulfilling all requirements set forth herein. Taxes on prizes are the sole responsibility of the winners. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. No substitution or cash equivalent is allowed except in the sole discretion of the Sponsor. Sponsor reserves the right to substitute prizes of the same approximate retail value. For prizes \$600 or more in value to an individual winner in a calendar year, winner's social security number or taxpayer ID will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner.

WINNER SELECTION: A random drawing from among all eligible entries will be conducted on or about August 4, 2021 to select the winning entry. The odds of winning depend on the number of eligible entries received. The winner will be notified by e-mail using the contact information provided on the entry form. Return of prize notification as undeliverable may result in the prize being forfeited and an alternate winner may be randomly selected from the remaining eligible entries. If a winner does not respond, for whatever reason, as directed in the prize notification within three (3) days of notification, he/she may be disqualified in the sole discretion of the Sponsor and an alternate winner randomly selected from the remaining eligible entries. Except where prohibited, affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the specified time or prize will be forfeited and alternate winner chosen.

<u>PUBLICITY RELEASE</u>: Except where prohibited, acceptance of a prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

ENTRANTS' AGREEMENT TO ABIDE BY OFFICIAL RULES: By entering, entrant agrees that s/he has read, accepted and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation, or the awarding of any prize shall be submitted to Sponsor, whose decision shall be binding and final. The Sweepstakes will be run in accordance with these Official Rules, posted and available for review at the Music Climate Revolution Website, which shall prevail, govern and control in the event of any inconsistency with any Sweepstakes-related materials.

**RELEASE OF LIABILITY:** By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Sweepstakes, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations ("Releasees") from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or

use/misuse of any prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

**LIMITATION OF LIABILITY:** Releasees are not responsible for and each entrant releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with a prize or any portion thereof or this Sweepstakes. Without limiting the generality of the foregoing, the Releasees not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If Sponsor in its discretion elects to so abbreviate the Sweepstakes, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date.

This Sweepstakes is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter this Sweepstakes if you are not located in the United States.

**DISPUTES REGARDING THE IDENTITY OF ENTRANT:** Entries will be deemed made by the person whose contact information was submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that s/he is the person identified on the entry form.

**DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH ENTRANT** AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN MAINE; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ISSUES AND QUESTIONS CONCERNING ALL

CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF MAINE OR ANY OTHER JURISDICTION), THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF MAINE.

**PRIVACY:** Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be treated in accordance with Sponsor's Privacy Policy available at reverb.org/privacy-policy/.

**WINNERS' LIST:** For the name of the winners, send a self-addressed stamped envelope to: Winner's List – Reverb Music Climate Revolution Sweepstakes, 386 Fore Street, Suite 202, Portland, Maine 04101. Requests must be received no later than December 31, 2021.