OFFICIAL RULES

THE WISH MACHINE PLUG IN

- NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- THIS IS A SKILL-BASED CONTEST.
- VOID WHERE PROHIBITED BY LAW.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORMS MAY BE REQUIRED.
- SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.
- ONLINE ENTRY ONLY AND INTERNET ACCESS IS REQUIRED.
- BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU MUST AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING.
- 1. <u>Eligibility</u>. The "Wish Machine" contest (the "<u>Contest</u>") is open only to legal residents of the fifty (50) United States or the District of Columbia, who are at least the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) at the time of entry. Employees, officers and directors (and each of their immediate family members (i.e., parents, legal guardians, children, grandparents, grandchildren, spouses or siblings and their respective spouses) and those living in their same households, whether or not legally related) of Electric Forest, LLC (herein after the "<u>Sponsor</u>"), AEG Presents LLC, Madison House Presents, LLC, AEG Presents Boulder, LLC Insomniac Holdings LLC and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win the Contest. By participating, entrants agree to be bound by these "<u>Official Rules</u>" and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules. Void where prohibited by law.
- 2. <u>Entry Periods</u>. The Contest begins on or about 12:00 a.m. Eastern Time ("<u>ET</u>") on November 29, 2023 and ends at 11:59 p.m. ET on May 08, 2024, unless otherwise extended in Sponsor's sole and absolute discretion (the "<u>Contest Period</u>").
- 3. <u>How to Enter.</u> To enter the Contest, you must complete the Submission form ("<u>Submission Form</u>") on the Contest website at: https://www.electricforestfestival.com/participate/plug-in/wishmachine/ (the "<u>Contest Website</u>"). Each individual that enters ("<u>Entrant</u>") will be asked to submit the Submission form, which may include, among other things, his/her full name, address (no P.O. Boxes), e-mail address, gender, date of birth and related registration information as prompted. Additionally, Entrants must complete and submit the following:
 - Entrants must submit a description of their intentions that includes the following: (1) tell us what you would like to do/what task you would like to perform; (2) what you would like to receive at the Electric Forest Festival for you or a friend or family member; and (3) your name, email address, phone number, city, and state ("Submission").
 - Both the Entrant and the person they are requesting a wish for (if not the Entrant) must meet all eligibility and entry requirements in these Official Rules.
 - If an Entrant is entering a wish for someone other than the Entrant, the Entrant is not eligible to receive a prize unless the Entrant is specifically included as part of the prize/wish requested.
 - Each submission must be in English.
 - For the purpose of this Contest, a Contest Submission is a Submission Form and Submission that follows the Requirements disclosed on the Contest Website and above in these Official Rules, including, without limitation, the Content Guidelines (defined below).

Entry guidelines. All entries must be received by the end of the Contest Period to be eligible for judging. A submission may in Sponsor's sole and absolute discretion be rejected and the Entrant disqualified if the Contest Submission fails to follow the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules. For purposes of this Contest, an online entry is "received" when the Contest Website's servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or "thanks for entering" message) does not constitute proof of actual receipt of an entry for purposes of this Contest. The database clock of Sponsor's Contest Website will be the official time keeper for the Contest. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. In the event of a dispute as to the identity of any Entrant who submits an entry, the entry will be deemed submitted by the holder of the e-mail account from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an e-mail address or service by the organization responsible for assigning addresses for the domain associated with the submitted address. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's

satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries. Assurance of delivery of entries is the sole responsibility of the Entrant.

- 4. <u>Submission Content Guidelines</u>. Submissions that do not meet the following "Content Guidelines" are subject to disqualification and/or removal from the Contest Website, each at Sponsor's sole and absolute discretion:
 - Submissions must comply with the Official Rules and any terms of use posted on the Contest Website and meet all specifications or requirements called for on the Contest Website, and other advertising for the Contest.
 - Each submission, in its entirety, must be suitable for presentation in a public forum. All entries must have been created for Electric Forest 2024 and must not have been published previously or won any other contest or prize or have been submitted as part of any other contest.
 - The second part of the "wish", e.g., the prize requested to be fulfilled by Electric Forest Festival must comply with the following: (1) it must be able to be fulfilled on-site at Electric Forest 2024, in Sponsor's sole discretion; (2) the value must not exceed \$2,000 (3) it must be something that includes the general happenings on-site at the Electric Forest Festival 2024; (4) it must not be dangerous to any person or property or other thing.
 - Submissions must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials not original to the Entrant is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification. Submissions including minors will not be accepted.
 - Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, trojan horses or other technologies that could adversely impact the Contest; and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion), (g) promotes any other dangerous aspect; (h) features, references or glorifies drugs or drug paraphernalia.
 - Each submission should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.
 - Entrant must have permission from any individuals that appear or that are mentioned in their Contest Submission (e.g., family members, friends).
- Intellectual Property. Entrants, upon submission of their entry to the Contest, hereby irrevocably grant to Sponsor, and each of its licensees, successors and assigns, an exclusive right to use and otherwise exploit the Submissions submitted as part of the Contest, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants except for the awarding of the prizes in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted as part of the Contest, and all images depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. BY ENTERING THE SUBMISSION, ENTRANT ACKNOWLEDGES THAT THE SUBMISSION MAY BE POSTED ON SPONSOR'S WEBSITE, THE FESTIVAL WEBSITE, AND AN SOCIAL MEDIA SITES ASSOCIATED WITH SPONSOR OR THE FESTIVAL. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's submission, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving their prize. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree not to issue any publicity concerning Sponsor. Sponsor reserves the right to request Entrants provide to Sponsor a written clearance document and signed release that provides written consent for an individual that appears in or is mentioned in a Contest submission and any owner of private property included in the photograph. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the submissions submitted. Submissions may be posted on the Contest Website or other media in the sole discretion of Sponsor in which case they will be available to be viewed by anyone with access to the Internet. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their submission that may have familiarities or similarities to his/her own submission, and that he/she will not be entitled to any compensation or right to negotiate with the Released

Parties (defined below) because of these familiarities or similarities. Nothing herein shall create an implied or express contract to compensate Entrants for any submissions and there is no obligation for Sponsor to pay or otherwise compensate Entrants for any of Entrant's ideas or materials in any communications with Sponsor, whatsoever. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.

BY ENTERING THE CONTEST SUBMISSION, ENTRANT ACKNOWLEDGES THAT THE CONTEST SUBMISSION MAY BE POSTED ON SPONSOR'S WEBSITE, THE CONTEST WEBSITE, THE FESTIVAL WEBSITE AND/OR ANY SOCIAL MEDIA SITES OR OTHER SITES ASSOCIATED WITH SPONSOR, THE FESTIVAL, OR ANY PARTY AFFILIATED WITH THE FESTIVAL.

- 6. Representations and Warranties. Each Entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their submission and all materials and matter therein: (1) are wholly original with such Entrant and are not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and, except where specifically obtained by Entrant, the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her submission to any other third party. Further, each Entrant represents and warrants that Sponsor's use of any submission shall not violate an agreement to which such Entrant has signed.
- 7. <u>Indemnity</u>. Entrants agree to defend, indemnify and hold harmless the Released Parties from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of any breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Official Rules or Contest activities.
- 8. <u>Determining the Winner</u>. All Contest Submissions will be reviewed by members of the Electric Forest Plug In Team based on the following judging criteria (collectively, the "Judging Criteria"):
 - 50% Social Impact & Ambition
 - 30% Feasibility
 - 20% Originality

If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the potential winner. All decisions of the judges are final. Up to twenty (20) Entrants will be selected by the judges to have an opportunity to have the wish set forth in their Submission granted.

Entrants may submit photos through Entrant's social media accounts ("Photos") at Entrant's discretion. Photo submission and Photo upload is for entertainment purposes only and is not a requirement to enter or win. Winner will be selected based on the Contest Submission and the criteria set forth in this paragraph 9. If Entrants do upload a Photo, Entrant agrees and represents that it owns/has permission to use all rights to the Photo and that you are granting the Released Parties (defined below) the perpetual and unlimited right to use, exploit, modify and otherwise distribute it and your name, location, likeness, and statement accompanying it in or to promote the Released Parties' social media or promotions without further compensation. Each potential winner may be requested to submit verification in the form of an acknowledgement or confirmation that they completed the first half of the wish/gift they intended to give as set forth in the Submission.

9. Winner Notification. Each potential winner will be notified by mail and/or e-mail (as selected by Sponsor) on or about May 8, 2024, unless extended by Sponsor. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail, one (1) day after sending via a delivery service or two (2) days after mailing. As a condition to participating in the Contest, Entrants agree that if they are selected as a potential winner, that they, and any individual that will be accompanying the potential winner (*if applicable*) and any individual that was the subject of the wish requested by the Entrant will be required to execute and return a number of agreements including but not limited to: an affidavit of eligibility, a liability release, a publicity release and services and intellectual property license agreements (collectively, "Prize Acceptance Documents") within three (3) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner or a potential winner or the person that is the subject of wish as provided by the Entrant is not in compliance with these Official Rules and cannot verify eligibility, the prize will be forfeited and, at Sponsor's discretion, an alternate winner selected. THE POTENTIAL WINNER IS

SUBJECT TO VERIFICATION BY THE SPONSOR OR ITS DESIGNEE. ALL DECISIONS OF THE SPONSOR ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT THAT IS CONTACTED BY SPONSOR AS A POTENTIAL WINNER IS NOT A WINNER UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND SPONSOR PROVIDES NOTICE THAT THE VERIFICATION IS COMPLETE. Once a potential winner has been verified as eligible and has returned all Prize Acceptance Documents, they will be referred to as a "Winner." Non-compliance shall result in disqualification and award of the prize to an alternate winner at Sponsor's discretion. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines the prize for any reason, such potential winner may be disqualified and an alternate potential winner may be selected at Sponsor's discretion. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

10. Prize. Up to five (5) prizes will be awarded as follows: an opportunity for the prize or wish that such Winner requested to receive from Electric Forest Festival as set forth in their Submission ("Prize"), which is subject to the following: (1) the prize must be able to be fulfilled on-site at Electric Forest 2024, in Sponsor's sole discretion; (2) the prize value must not exceed \$2,000 (3) the prize must be something that includes the general happenings on-site at the Electric Forest Festival 2024; (4) the prize must not be dangerous to the Winner or any other person or property or other thing. THE PRIZE IS DATE SPECIFIC AND THE WINNER MUST BE AVAILABLE ON THE DATES OF ELECTRIC FOREST 2024, IN ORDER TO BE AWARDED THE PRIZE. ALL OF THE SPECIFIC ELEMENTS OF THE PRIZE ARE TO BE DETERMINED IN THE SOLE DISCRETION OF THE SPONSOR OR ITS DESIGNEE. THE SPONSOR RESERVES THE RIGHT NOT TO AWARD THE PRIZE IF THE ELECTRIC FOREST FESTIVAL IS CANCELLED OR RESCHEDULED. The Winner will not receive any compensation other than the Prize. ALL TRAVEL ARRANGEMENTS AND ACCOMODATIONS ARE THE SOLE RESPONSIBILITY OF THE WINNER UNLESS OTHERWISE SPECIFICALLY STATED. Approximate retail value of the Prize depends on the prizes requested by the Winner. The maximum total value of each prize is \$2000 and total value of all prizes is up to \$10,000.

Sponsor shall have the right, but not the obligation, to record (including but not limited to, the rights to videotape, film, audiotape and photograph) the Winner on-site at the 2024 Electric Forest Festival (the "<u>Production</u>") and the exclusive worldwide right and license to exploit any programming resulting from the Production in all formats for an unlimited number of times in any manner including but not limited to cable television, direct broadcast satellite, pay-per-view, video-on-demand, internet, theatrical, and all means and media now known or subsequently developed subject to all terms and conditions set forth in the Prize Acceptance Documents.

Entrants hereby irrevocably grant to Sponsor, and each of its licensees, successors and assigns, a perpetual, exclusive, sublicensable, royalty-free license to use and otherwise exploit the submission in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrant except for the awarding of the prizes in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses.

No compensation will be paid if the event is cancelled. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by Sponsor. The Prize Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the Prize or any portion of the Prize unless Sponsor consents in writing. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and subject to the Sponsor or its designee's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with the Prize for any reason whatsoever, the Sponsor may elect, in Sponsor's sole discretion to provide Winner with an alternate or substitute prize, as determined by Sponsor. In the event a Winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Prize and provide no substitute prize. 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). The Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive (including without limitation all costs necessary to claim the Prize including travel), regardless of whether it, in whole or in part, are used.

11. <u>General Conditions</u>. By participating in the Contest, participants agree to be bound by the decisions of Sponsor and its personnel. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by

Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- Release. By participating in the Contest, Entrants agree to release, discharge and hold harmless Sponsor, Insomniac Presents 12. LLC, Madison House Presents, LLC, AEG Presents Boulder, LLC, and each of their respective parents, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrants' participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's (up to and including death) or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing Entrants agree that Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; and will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties and (ii) by any cause, condition or event whatsoever beyond the control of the Released Parties. Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.
- Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, extreme weather, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (2) to disqualify any Entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.
- 14. <u>Governing Law / Limitation of Liability.</u> THESE OFFICIAL RULES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA AS APPLIED TO AGREEMENTS ENTERED INTO AMONG CALIFORNIA RESIDENTS TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS RULES. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE ARISING OUT OF OR RELATED TO THE OFFICIAL RULES SHALL BE LITIGATED EXCLUSIVELY IN THE COURTS OF LOS ANGELES COUNTY, CALIFORNIA.

BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL

ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- Disputes / Arbitration / No Class Relief. Except with respect to the protection and enforcement of the intellectual property rights of the Released Parties and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Contest shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Los Angeles County, California and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this section, shall be filed and adjudicated in a state or federal court in Los Angeles County, California, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prize awarded, will be resolved individually, without resort to any form of class action.
- 16. <u>List of Contest Winners / Official Rules Requests.</u> To receive a list of winners or copy of the Official Rules, send a self-addressed stamped envelope to Electric Forest Festival, Attn: 1401 Walnut Street, STE 500, Boulder CO 80302, within sixty (60) days of expiration of the Contest Period. The winners' names will also be available on the Contest Website during the Contest Period. Vermont residents may omit return postage with Official Rules requests.
- 17. Identification of Sponsor. This Contest is sponsored by Electric Forest LLC.
- 18. <u>Information Submitted</u>. Information and materials submitted by or collected from participants are subject to Sponsor's Website Terms of Use (including Privacy Policy) available on the Contest Website.
- 19. <u>Entire Agreement</u>. These Official Rules contain the entire agreement of the parties with respect to the subject matter hereof. No promise, representation, warranty or covenant not included in the Official Rules has been or is being relied on by any party. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.
- 20. <u>Severability</u>. In the event that any provision of these Official Rules or the Prize Acceptance Documents becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.
- 21. <u>Waiver</u>. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Sponsor's failure to seek redress for the violation of or to insist on strict performance of any provision of these Official Rules shall not prevent or dilute its right to insist later on such performance of the same or a similar provision or to have redress for the same or a similar violation, regardless of its prior knowledge or lack of knowledge.

END OFFICIAL RULES