OFFICIAL SWEEPSTAKES RULES - NO PURCHASE OR DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES ("SWEEPSTAKES") IS GOVERNED BY THESE OFFICIAL RULES ("RULES") AND IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW. ENTRY INTO THS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THE RULES. **DECISIONS OF** SPONSOR-DESIGNATED JUDGES ARE BINDING AND FINAL.

- 1. SPONSOR, PERIOD & PRIZE. This Sweepstakes, sponsored by Electric Forest, LLC ("Sponsor") begins on the date the sweepstakes goes live and runs until the date and time ("Period") set forth in the post, email or announcement describing it ("Announcement"). A certain entrant or number of entrants (individually or collectively, the "Winner") will be selected to win various prizes ("Prize"), as described in more detail in the Announcement. Sponsor-designated judges will randomly select the Winner from all eligible entries after the Period ends. Odds of winning depend on nature, quality and number of eligible entries received. Decisions of judges are final and cannot be appealed.
- ELIGIBILITY. The Sweepstakes is open only to legal residents of the United States (including the District of Columbia) who are physically located in the United States at the time of entry and who are eighteen (18) years of age and older on the date they enter the Sweepstakes. The following are not eligible to enter the Sweepstakes: (a) owners, employees or agents of Sponsor or (b) immediate family members (i.e., spouse, parents, in-laws, siblings, children, grandchildren of the employee and his/her spouse, including "step" relationships, etc.) of the individuals identified in (a).
- HOW TO ENTER. To enter the Sweepstakes, you must follow the instructions set forth in the Announcement. All 3. entries must be received before the close of the Period. Limit one (1) entry per person throughout the Period. Entries will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
- WINNER NOTIFICATION. The selected potential winner will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by each entrant. Sponsor shall have no liability for any notification that is lost, intercepted or not received by potential winner for any reason. In Sponsor's sole discretion, the selected potential winner may be disqualified and required to forfeit the prize, and an alternate potential winner may be selected in accordance with the Rules from among the remaining eligible entrants if the selected potential winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential winner or winner notification is returned as undeliverable; (b) declines or cannot accept, receive or use the prize for any reason; (c) is found to be ineligible to enter the Sweepstakes or receive the prize; or (d) cannot or does not comply with the Rules. Sponsor is not obligated to leave voice mail or other messages on any answering machine or service.
- 5. CLAIMING PRIZE. A properly claimed prize will be awarded. Prize value varies based on the specific prize offered and is between \$100 and \$1,000. As a condition of winning the prize, Winner may be required to complete, sign and return an Affidavit of Eligibility and Release, where permitted by law, and any other applicable forms required by a taxing authority, within ten (10) days of receipt of written prize notification or the Prize will be forfeited and an alternate winner selected. By accepting the Prize, Winner consents to Sponsor's use of his/her name, photograph and/or likeness, voice and statements by or attributed to him or her, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes, including advertising and promotional activities without additional compensation, unless prohibited by law. Any unclaimed Prize will be awarded in a random drawing to be held as necessary. In the event there is a dispute of the entrant's identity, the Prize will be awarded to the established e-mail account associated with the entry. Winner understands that any event associated with the Prize may be cancelled after the prize is awarded, in which case no compensation will be paid in lieu of the cancelled event. Winner is prohibited from selling, auctioning, trading or otherwise transferring any event tickets or passes. Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize, including (without limitation) any transportation, lodging, meals or other costs incurred in connection with claiming the Prize and attending the Event. Winner and guest(s) (if applicable) must abide by all event and venue rules and regulations. All tickets, passes or related components for an event are issued subject to the applicable ticket terms and conditions available at the following websites: https://www.axs.com/about-purchase-agreement_US_v6.html and

https://www.aegpresents.com/festival-ticket-terms.

- 6. **PRIVACY & USE OF PERSONAL INFORMATION.** Sponsor will be collecting personal data about entrants and by participating in the Sweepstakes, you agree to Sponsor's collection and use of your personal information, in accordance with applicable laws, including in connection with future events or services, and acknowledge that you have read and accepted Sponsor's privacy policy.
- 7. **NO TAMPERING; RIGHT TO CANCEL; MODIFY.** Sponsor shall have no obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, accepting, possessing, using, misusing, losing or misdirecting any prize or resulting from participating in the Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be in violation of the Rules.
- 8. **LIMITATION OF LIABILITY.** By participating in the Sweepstakes, entrants agree to release, hold harmless and not to institute any claim against Sponsor and its owners, managers, members, affiliates, past or present employees, agents and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, (a) the award, acceptance, receipt, possession, use and/or misuse of the Prize, (b) participation in the Sweepstakes or any prize-related activities, including, but not limited to, traveling to or from any event or venue in connection with the Prize. Upon delivery of the Prize to Winner, Winner shall assume full responsibility for the Prize. 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, website, Internet or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to participating in the Sweepstakes or downloading materials in connection with the Sweepstakes. Winner and Entrants acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates.
- 9. **CHOICE OF LAW & VENUE.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law principles. Any action or proceeding arising out of or related to the Sweepstakes shall only be brought in state or federal courts located in Los Angeles, California.
- 10. **MISCELLANEOUS.** If for any reason the Sweepstakes is not capable of running as planned, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes and select a Winner from among all eligible entries prior to the cancellation. For the name of the Winner and/or a copy of these Official Rules, please send a written request to Electric Forest, LLC, 425 W. 11th St., Suite 500, Los Angeles, CA 90015, <u>Attn</u>: Legal Department. All requests must be received within six (6) months of the end of the Period. The name of the Winner may (but is not required to be) posted on Sponsor's website(s) and/or social media pages.