

OFFICIAL RULES

ART SPARK! 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. **Eligibility.** The Electric Forest 2025 (the “Festival”) Art Spark! (the “Contest”) 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 (hereinafter the “Sponsor”), 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 (each, an “Entrant” and collectively, the “Entrants”) agree to be bound by these “Official Rules” 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. **Entry Periods.** The Contest begins on or about 2:00 p.m. Eastern Time (“ET”) on November 22, 2024 and ends at 11:59 p.m. ET on February 2, 2025, unless otherwise extended in Sponsor’s sole and absolute discretion (the “Contest Period”).

3. **How to Enter.** To enter the Contest, you must complete the Submission form (“Submission Form”) on the Contest website at: www.electricforest.com (the “Contest Website”). Each Entrant 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, date of birth and related registration information as prompted.

Additionally, Entrants must submit an original idea of the proposed centerpiece art installation project (the “Content Submission”), which must include:

- Description of the project;
- Any inspiration, story or meaning of the project;
- Name, email, phone number, address of submitter

The Content Submission and the Submission Form shall be collectively referred to herein as the “Contest Submission.”

Sponsor will review all Entrants and may select semi-finalists to submit the additional information. Semi-finalists may or may not be notified of their position.

Limit one (1) Contest Submission per Entrant (including one (1) Contest Submission for each Group Project). **NOTWITHSTANDING THE FOREGOING OR ANY TERM OR CONDITION CONTAINED HEREIN, LIMIT ONE (1) CONTEST SUBMISSION PER EMAIL ADDRESS DURING EACH CONTEST PERIOD.**

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 timekeeper for the Contest. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. 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 individual 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. Entrants 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. Submission Content Guidelines. 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 a single work of original material created by the Entrant and suitable for presentation in a public forum.
- 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, voices, likeness 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, other than the Sponsor’s as expressly authorized herein, are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, 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) features fire, pyrotechnics, food or beverages or 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 submission (e.g., family members, friends).
- All artwork must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein.
- The idea must be a piece created specifically for the Festival and must debut for the first time at the Festival.
- Submissions will be reviewed in the order they are received.
- In the event multiple ideas are submitted, Sponsor will award the earliest submission.
- An idea submitted for the Festival may be reserved for a future year. In this case, an award will be issued for the year the piece is presented.

5. Intellectual Property. Entrants, upon submission of their entry to the Contest, hereby irrevocably grant to Sponsor, and each of its licensees, successors and assigns during the Contest Period an exclusive, and after the Contest Period a non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Contest 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 to the individual that is selected as the winner. 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 foregoing, Sponsor will have the right, but not the obligation, to use the Contest Submissions in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose.

Entrants hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized in connection with Contest Submissions. Entrants acknowledge that if Entrant’s Contest Submission is selected as the winning entry, Entrant agrees to irrevocably assign and transfer to Sponsor all of Entrant’s right, title and interest in and to the Contest Submission and the art design,

images, text and materials (“Selected Art”), including but not limited to, all copyright and trademark rights which he or she may have which shall vest in Sponsor, for consideration, the receipt and sufficiency of which is hereby acknowledged. Upon request of Sponsor, Entrant shall confirm such assignment by completing and submitting an assignment as is reasonably necessary to establish ownership of the right, title and interest in and to the Selected Art (which may or may not be included in the Prize Acceptance Documents). 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 Contest Submissions and are not obligated to use any Contest Submission. Entrants agree not to issue any publicity concerning Sponsor. Entrant agrees to provide to Sponsor a written clearance document that provides written consent for an individual that appears in or is mentioned in a Contest Submission. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Contest Submissions submitted. Contest Submissions may be posted on the Contest Website 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 Contest 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 Contest 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, city and state, photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without 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 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. Indemnity. 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. Determining the Winner(s). One (1) Entrant may be selected as the winner (the “Winner”). Any Entrant selected as Winner shall be a “Potential Winner” until such time as it can be verified by the Sponsor or its designee that the Potential Winner has complied with these Official Rules and met the terms and conditions set forth herein. Once verified, the Potential Winner(s) shall be declared the Winner(s) by the Sponsor. The process for selection will be as follows:

All Contest Submissions will be reviewed by members of the Electric Forest Art Direction Team (the “Judges”) based on the following judging criteria (collectively, the “Judging Criteria”):

- 30% based on the artwork idea
- 30% appropriateness for the Festival
- 20% ease of execution onsite
- 20% interactivity

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 Winner.

9. Winner Notification. Each Potential Winner will be notified by mail and/or e-mail (as selected by Sponsor, 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, each Entrant agrees that if they are selected as a Potential Winner, they (including, with respect to Group Projects, each member of the group), and any individual that will be accompanying the Potential Winner (if applicable and permitted by Sponsor) will be required to execute and return a number of agreements which may include, in Sponsor's sole discretion, but not be limited to: an affidavit of eligibility, a liability release, a publicity release, an intellectual property grant and services and performances 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 is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner selected.

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 prior to award, 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 Winners.

10. Prize. Each Winner will receive the credit for the inspiration of the art piece (the "Display"). The Display date and time shall be determined in the sole discretion of Sponsor. Each Winner will also receive (1) One (1) General Admission Wristband to the Festival for themselves one (1) additional Wristbands for a guest); one (1) General Admission Vehicle Pass.

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 Display (the "Production") and the exclusive worldwide right and license to exploit any programming resulting from the Production of the Display 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.

If, for whatever reason, any event associated with the Prize, including the Festival, is cancelled after the prize is awarded, Sponsor shall not be responsible for awarding the Prize. No compensation will be paid in lieu of the cancelled event. The Wristbands 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 Winner(s) are strictly prohibited from selling, auctioning, trading or otherwise transferring the Wristbands 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 not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions. 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 and revoke the 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). Prize Winners 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. General Conditions. By participating in the Contest, Entrants and their guests (if applicable) agree to be bound by 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.

12. Release. By participating in the Contest, Entrants agree to release, discharge and hold harmless Sponsor, Insomniac Presents LLC, Madison House Presents, LLC, AEG Presents Boulder, LLC, AEG Presents LLC, any artist participating in the Festival and, as applicable, 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: (A) 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: (1) 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 (2) 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.

13. 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, fire, flood, epidemic, earthquake, explosion, 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. Governing Law / Limitation of Liability. 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.

15. 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. List of Contest Winners / Official Rules Requests. To receive a list of winners or copy of the Official Rules, send a self-addressed stamped envelope to Electric Forest Festival, Attn: Legal Dept. 1401 Walnut Street, Suite 500, Boulder, Colorado 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. Privacy Policy. Information and materials submitted in connection with this Contest will be treated in accordance with these Official Rules and the Sponsor’s Privacy Policy (as may be amended from time to time), currently located at <https://www.electricforestfestival.com/privacy-policy/>, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

19. Entire Agreement. 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. Severability. 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. Waiver. 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