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

1. **SPONSOR, PERIOD & PRIZE**. This Contest, sponsored by AEG Presents LLC ("<u>Sponsor</u>") begins on the date the contest goes live and runs until the date and time ("<u>Period</u>") set forth in the post, email or announcement describing it ("<u>Announcement</u>"). Three (3) entrants (individually or collectively, the "<u>Winners</u>") will be selected to win two (2) VIP passes (or upgrades to VIP if they already have GA passes) ("<u>Prize</u>") to Porter Robinson's Second Sky ("<u>Event</u>"). Sponsor-designated judges will select the Winners 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.

2. **ELIGIBILITY.** The Contest 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 Contest. The following are not eligible to enter the Contest: (a) owners, employees or agents of Sponsor or (b) immediate family members of the individuals identified in (a). "Immediate Family Member" is defined as a spouse, parents, in-laws, siblings, children, grandchildren of the employee and his/her spouse, including "step" relationships, individuals for whom an employee is the current legal guardian or individuals who are not legally related to but who reside with the employee.

3. **HOW TO ENTER.** To enter the Contest, you must take a photo of your Event-themed carved pumpkin, post it to Instagram and tag @secondskyfest and #SecondSkyPumpkins. *All entries must be received before the close of the Period.* Limit one (1) entry per person throughout the Period. Additional entries by the same person will be disregarded. Entries will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "<u>Authorized account holder</u>" 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. Upon receipt, all submissions shall be licensed to Sponsor and will not be acknowledged or returned.

4. **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 Contest 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 is \$300-650 depending on whether the Winner already has GA passes to the Event or not. 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 or 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. Should Winner make any false statement(s) in any document referenced herein, he or she will be required to promptly return the Prize to Sponsor. Any unclaimed Prize will be awarded to the established e-mail account associated with the entry.

6. **PRIVACY & USE OF PERSONAL INFORMATION.** Sponsor will be collecting personal data about entrants and by participating in the Contest, 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 Contest 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 Contest 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 Contest, 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, "<u>Released Parties</u>") 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 Contest 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 Contest, including any injury or damage to your or any other person's computer relating to participating in the Contest or downloading materials in connection with the Contest.

9. **DISCLAIMER OF WARRANTY.** 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.

10. **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 Contest, 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 Contest shall only be brought in state or federal courts located in Los Angeles, California. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum *non conveniens* or lack of personal jurisdiction they may have.

11. **MISCELLANEOUS.** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond Sponsor's control, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and select a Winner from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of the Contest, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. For the name of the Winner and/or a copy of these Official Rules, please send a written request to AEG Presents LLC, 425 W. 11<sup>th</sup> St., Suite 400, 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.