

# SNOWGLOBE LOTTOGLOBE SWEEPSTAKES (the "Sweepstakes")

## OFFICIAL RULES

VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

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

These official rules (the "Official Rules") Are a Contract. Read them carefully before entering.

### DATES OF SWEEPSTAKES

The Sweepstakes period begins at 4:00 PM Pacific Time ("PT") on October 19, 2018, and ends at 11:59 PT on October 31, 2018 ("Sweepstakes Entry Period").

### ELIGIBILITY

Sweepstakes is open only to legal residents of the fifty (50) United States, who are eighteen (18) years of age or older as of the date of entry (the "Entrant"). Officers, directors, managers, and employees of SnowGlobe, LLC (the "Sponsor"), and its parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. Sweepstakes may only be entered in or from the fifty (50) United States and entries originating from any other jurisdiction are not eligible for entry. Each Entrant represents and warrants that such Entrant has the full right and authority to enter the Sweepstakes and to grant the rights granted herein on behalf of himself/herself and all individuals participating in the Prize and that Entrant's agreement to the terms hereof does not conflict with any existing commitment on such entrant's part. The Sweepstakes is subject to all applicable federal, state, territory, provincial and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

HOW TO ENTER. There are two ways to enter the Sweepstakes:

1. **PURCHASE:** All those who purchase a "Regular Tier" ticket ("Qualifying Ticket") during the Sweepstakes Entry Period or those who have previously purchased a Qualifying Ticket and who meet the eligibility requirements will be automatically entered into the Sweepstakes. Each Qualifying Ticket purchased will constitute one (1) entry into the Sweepstakes.
2. **FREE WRITE-IN ENTRY:** To enter without purchasing a Qualifying Ticket, during the Sweepstakes Entry Period eligible Entrants can also enter the Sweepstakes by Mail. On a postcard or a card that is no smaller than 3 x 5 inches, legibly handwrite your complete name, mailing address, e-mail address, phone number and date of birth and mail with proper postage and mail to SnowGlobe LottoGlobe Sweepstakes, 2414 4th Avenue, Los Angeles, CA 90018. All write-in

entries must be postmarked by October 31, 2018 and received by November 4, 2018. Each postcard or card is considered one (1) entry into the Sweepstakes. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner.

Sponsor is not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, human error, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

#### DRAWING AND ODDS

The potential winner of the Sweepstakes will be selected by random drawing on or about November 5, 2018 from among all eligible entries received during the Sweepstakes Entry Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner of the Sweepstakes (the "Winner"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Sweepstakes Entry Period. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes. To be eligible to receive a prize, all Entrants must have provided an e-mail address at the time of entry. In the event that an Entrant has an incomplete or has not submitted a valid e-mail address, the Entrant will be disqualified and an alternate prize winner will be selected in a random drawing.

#### NOTIFICATION

The potential winner will be notified at the e-mail address provided at the time of entry (the e-mail address used to purchase a Qualifying Ticket will be used for ticket purchase entries) (the "Prize Notification"). In the event that any potential winner does not respond to any such Prize Notification within 3 days, the Prize Notification is returned as undeliverable or unclaimed, and/or fails to meet eligibility requirements, declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries received during the Sweepstakes Entry Period.

#### PRIZE

One (1) grand prize will be awarded (the "Prize"). The Prize shall consist of the following:

- 4 VIP Tickets (the "Tickets") to the 2018 SnowGlobe Music Festival (the "Festival")
- 3 Nights Hotel Stay (1 room) For 4 people in South Lake Tahoe
- 1 Artist Meet & Greet
- 1 Signed Commemorative Poster

## 1 Billboard Merchandise Bundle

Total approximate retail value ("ARV") of the above Prize is \$3,184.71.

### PRIZE CONDITIONS AND RESTRICTIONS

All Prize details shall be determined in the sole and absolute discretion of Sponsor, as applicable, and subject to availability, and the specifics of all aforementioned elements of the Prize shall be solely determined by Sponsor. The hotel accommodation portion of the Prize will consist of one (1) hotel room with two beds for three (3) nights in the South Lake Tahoe area from December 29, 2018 - January 1, 2019 at a hotel chosen by Sponsor in their sole discretion. No change, extension or substitution of trip dates is permitted. Sponsor will not replace any lost or stolen Prize elements. Sponsor will not replace any lost or stolen Tickets once they are in Winner's possession, or in the possession of Winner's guests. The Winner is solely responsible for obtaining all necessary and required travel documents (passport, etc.) in order to travel to the Festival (if necessary). The Sponsor shall have no responsibility or obligation to an Entrant who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize.

All elements of the Prize are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Each Winner's guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. The ticket purchase terms and conditions ([which can be found here](#)) apply to the Tickets awarded as part of the Prize, and are incorporated by this reference. The Winner and his/her guests agree to comply with all applicable regulations, rules and restrictions in connection with the use of the Prize. Sponsor reserves the right to remove or to deny entry to the Winner and/or his/her guests who engage(s) in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Festival.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. Sponsor will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Festival. Tickets awarded as part of the Prize may not be resold or offered for resale or used in any way for commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture.

The Winner will be required to sign and return (except where prohibited) a notarized Affidavit of Eligibility and Liability/Publicity Release and a W-9 tax form (the "Paperwork") within fourteen (14) days of the Prize Notification. After verification of the Affidavit, the Prize will be mailed using the United States Postal Service or FedEx courier service. Potential Winner must return the Paperwork within the date and time indicated in the Prize Notification. If the potential Winner fails to return the Paperwork within the date and time indicated in the Prize Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Winner and his/her entry will be disqualified and another potential Winner will be selected from the remaining eligible entries received. If the Prize Notification is returned as undeliverable, this will result in disqualification and an alternate Winner will be selected from all remaining eligible

entries. All guests of the Winner will also be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release. If the Winner's guest(s) fail to return such documents within date and/or time indicated within such documents, then the Winner may forfeit the right to bring the guest(s) and no substitute prize will be awarded.

The potential Winner may be required to submit his/her valid social security number and/or other identification to Sponsor. Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, or noncompliance with these Official Rules may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries received during the Sweepstakes Entry Period.

PRIZES ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ENTRANTS ACKNOWLEDGE THAT THE SPONSOR HAS NEITHER MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE.

#### TAXES AND EXPENSES

All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to transportation costs, meals, gratuities and all other expenses incurred by accepting, and/or using the Prize are the sole responsibility of the Winner and their guests, this includes without limitation transportation to and from the Winner's hometown to South Lake Tahoe. All federal, state and local taxes on the Prize are the Winner's responsibility.

The value associated with the Prize is taxable as income and the Winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Prize. The Sponsor must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Winner and will be reported to the Winner and the Internal Revenue Service in the form of a Form 1099.

AWARDS OF THE PRIZE ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THE WINNER SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. THE PRIZE WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

The Winner and the Winner's guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

#### GENERAL CONDITIONS

All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release the Sponsor and each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prize.

ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### GOVERNING LAW AND DISPUTES

The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of California applicable to contracts made and performed entirely in California and where the relevant contacts are with such state. As a condition of participating in this Sweepstakes, each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action and exclusively by the appropriate Federal or state courts located in the Los Angeles, California area. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and participants further waive all rights to have damages multiplied or increased.

## PRIVACY AND DATA COLLECTION

Entry in the Sweepstakes constitutes consent to the transfer of the personal information collected from the Entrant to Sponsor. All personal information collected will be treated in accordance with Sponsor's [privacy policy located here](#). By participating in the Sweepstakes, Entrants agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. Additionally, Entrants explicitly agree that Sponsor may provide the personal information provided to third party fulfillment companies to administer the Sweepstakes and deliver Prizes to the Winner.

## PUBLICITY GRANT

By accepting a Prize, where permitted by law, the Winner grants to the Sponsor and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

## TERMINATION OR MODIFICATION OF THE SWEEPSTAKES

If for any reason this Sweepstakes is not capable of running as planned, including without limitation, technical reasons and/or other reasons beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, or fulfillment of the Sweepstakes, Sponsor reserves the right to terminate, modify or suspend the Sweepstakes. Sponsor may, in their sole discretion, elect to select the winner by conducting a random drawing from those eligible entries received up to the time of the termination/suspension.

## LIMITATION OF LIABILITY

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

Entrants, by participating, agree and hereby release the Sponsor and their affiliated and related entities, and each of their respective directors, officers, manager, members, shareholders, employees and agents (the "[Released Parties](#)") from any liability whatsoever for, and hold the Released Parties harmless from and against all claims and damages or liability arising in connection with your participation and/or entry in the Sweepstakes and/or their receipt or use of any Prize awarded in this Sweepstakes or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. CALIFORNIA RESIDENTS: You understand that the foregoing release covers all claims or possible claims of every nature and kind and all rights under Section 1542 of the Civil Code of California.

## BINDING NATURE, WAIVER, INDEMNIFICATION

By participating in the Sweepstakes, each Entrant agrees: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of his/her rights to bring any claim, action, or proceeding against the Released Parties in connection with the Sweepstakes; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Sweepstakes and his/her participation and/or entry in the Sweepstakes, (ii) typographical or printing errors in these Official Rules or the Sweepstakes materials, (iii) any change in any Prize (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, (iv) any interruptions in or postponement, cancellation, or modification of any Prize, (v) human error, (vi) incorrect or inaccurate transcription, receipt or transmission of any registration information, (vii) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by you, (viii) interruption or inability to access any online service via the Internet due to hardware or software compatibility problems, (ix) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (x) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged registration information, (xi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (xii) lost, late, stolen, misdirected, damaged or destroyed Prizes (or any element thereof), or (xiii) the negligence or willful misconduct by Entrant.

#### WINNER LIST

To obtain a list of winners' name, please send an email to [sghq@snowglobemusicfestival.com](mailto:sghq@snowglobemusicfestival.com) with "SnowGlobe XXX Sweepstakes Winner List" as the subject line. Winner List requests will only be available after the Sweepstakes has ended and request must be received no later than sixty (60) days from the end date. Winners list will be sent after selection and verification of winners.

#### COPY OF THE RULES

To obtain a copy of the rules, please send a separate, self addressed and stamped envelope to the address below with a request.

SnowGlobe, LLC  
2414 4th Avenue  
Los Angeles, CA 90018

#### SPONSOR

This Sweepstakes is sponsored by SnowGlobe, LLC, 2414 4th Avenue, Los Angeles, CA 90018

#### END OF OFFICIAL RULES