## The "KONGOS Shazam 2014 Tour Ticket Giveaway" Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia (excluding its territories and possessions). Entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within the United States.

- 1. Eligibility. Participation open only to legal residents of the 50 United States and District of Columbia who are eighteen (18) years of age or older as of the date of entry. Void outside of the United States, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers & directors of Sony Music Entertainment ("Sponsor"), and its parent company, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.
- **2. How to Enter.** The Sweepstakes will begin on June 16, 2014 at 12:00 p.m. ET and will end on September 26, 2014 at 12:00 p.m. ET ("Sweepstakes Period"). Navigate to ADD URL and complete the official Sweepstakes entry form with the required information, including your prefer Tour City (as defined below in Section 3), as well as "tagging", via the Shazam application, the KONGOS singles: "Come With Me Now". All eligible entrants will be entered into a series of random drawings, during the Sweepstakes period, for the Tour City noted in their Entries. By entering the Sweepstakes, you will automatically be signed up for the official KONGOS newsletter.
- One (1) Entry per person. Duplicate Entries will be disregarded. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

## 3. Winner Selection and Prizes.

Beginning on or about July 26, 2014, and no fewer than five (5) calendar days before each of Tour Cities' concerts, Sponsor will conduct a series of random drawing from all eligible entries received and based on Tour City.

Thirty-One (31) Winners will each win a pair of tickets to a KONGOS concert at the following performances, scheduled to take place in the US in Summer and Fall 2014 ("Tour Cities")

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7/31 - ST. LOUIS, MO: Verizon Wireless
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8/1 - DETROIT, MI: DTE

8/5 - TORONTO, BC: Molson

8/7 - HARTFORD, CT: Xfinity Center

8/9 - BOSTON, MA: Xfinity Center

8/10 - SARATOGA SPRINGS, NY: SPAC

8/13 - WANTAGH, NY: Nikon Theater

8/15 - BRISTOW, VA: Jiffy Lube

8/16 - BETHEL, NY: Bethel Center for Arts

8/19 - DARIEN, NY: Darien Lake PAC

8/20 - CLEVELAND, OH: Blossom Music Center

8/22 - CINCINNATI, OH: Riverbend Music Center

8/23 - INDIANAPOLIS, IN: Klipsch Music Center

8/26 - GILFORD, NH: Bank of NH Pavilion

8/28 - HOLMDEL, NJ: PNC Bank Arts Center

8/29 - PITTSBURGH, PA: First Niagara Pavilion

9/3 - VIRGINIA BEACH, VA: Farm Bureau

9/5 - TAMPA, FL: Mid Florida Credit Union Amphitheatre

9/6 - WEST PALM BEACH, FL: Cruzan Amphitheatre

9/9 - ATLANTA, GA: Aaron's Amphitheatre

9/10 - BIRMINGHAM, AL: Oak Mountain Amphitheatre

9/12 - DALLAS, TX: Energy Pavilion

9/13 - AUSTIN, TX: Austin360 Amphitheatre

9/16 - CHARLOTTE, NC: PNC Music Pavilion

9/17 - RALEIGH, NC: Walnut Creek Amphitheatre

9/24 - DENVER, CO: Red Rock Amphitheatre

9/26 - ALBUQUERQUE, NM: Isleta Amphitheatre

9/27 - LAS VEGAS, NV: MGM Grand

9/30 - SACRAMENTO, CA: Sleep Train Amphitheatre

10/1 - CONCORD, CA: Concord Pavilion

10/3 - LOS ANGELES, CA: Hollywood Bowl

Transportation to and from the concerts and the concert location and city is not included in the prize. Only one pair of tickets per Tour City will be awarded. Any Winner and his/her guest are ineligible to win additional prizes.

Winners and their guests must be at least eighteen (18) years old as of June 16, 2014. Prizes are non-transferable. No substitutions or cash redemptions provided that the Sponsor reserves the right to substitute the Prize in whole or in part for a prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. Prizes may not be sold, bartered or transferred. Prizes do not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the responsibility of each winner.

Approximate combined retail value of all prizes is Three Thousand One Hundred Dollars (\$3,100.00). The approximate retail value of the prizes represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the

actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

The winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within two (2) calendar days of prize notification. If the winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner may be selected. The winner's accompanying guest must also sign and return an Affidavit of Eligibility and Liability/Publicity Release prior to being ticketed or within such other period as Sponsor may specify. The winner's accompanying guest cannot be changed after the Affidavit of Eligibility and Liability/Publicity Release is received. If the winner or the winner's accompanying guest is under the age of majority, the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by their parent or legal guardian.

- **4. Random Drawing/Odds.** The Winners will be selected in a series of random drawings beginning on or about July 26, 2014. The drawings will take place at the executive offices Epic Records, 550 Madison Avenue, New York, New York 10022. The odds of winning depend on the number of eligible entries received. The winner will be notified by telephone or email and if a winner cannot be contacted within one (1) calendar day of first notification attempt, the prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.
- **5.** Conditions. All federal, state, provincial and local taxes are the sole responsibility of the winner. Participation in this Sweepstakes and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner and winner's travel companion regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, winner, and winner's travel companion agree to release and hold harmless Sponsor, and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakesrelated activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if the Sweepstakes cannot take place or if any prize cannot be awarded including, but not limited to due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

**6. Additional Terms.** In the case of dispute as to the identity of any entrant, entry will be declared made 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 an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in their sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, 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 or Sponsor's representatives.

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

7. Use of Data. Sponsor may collect personal data about entrants in accordance with its privacy policy. Entrants should review this policy at <a href="https://www.sonymusic.com/privacypolicy.html">www.sonymusic.com/privacypolicy.html</a>. By entering the Sweepstakes each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by Sponsor for the purposes of implementing, administering and fulfilling the Sweepstakes. Sponsor will not sell or transmit this information to third parties unless the

entrant has specifically consented to same, the Sponsor believe in good faith that it is required by law, to their affiliates (provided that such affiliates and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these rules and regulations), or to their respective agents for data processing purposes, their respective professional advisors and promotional and marketing agencies (provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these rules and regulations).

- **8. Winner Identification.** To obtain a list of Winners, send a self-addressed, stamped envelope by November 26, 2014 to: Epic Records, Rm. 2285, 550 Madison Avenue, New York, New York 10022, Attention: "KONGOS Shazam 2014 Tour Ticket Giveaway" Sweepstakes Winners' List.
- **9. Sponsor.** Sony Music Entertainment, 550 Madison Avenue, New York, New York 10022.