

THE HELLA MEGA TOUR SIGNED GUITAR Sweepstakes Official Rules

No purchase or payment necessary to enter or win.

ENTRY INTO THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. SWEEPSTAKES IS GOVERNED BY UNITED STATES LAW AND IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.

1. **SPONSOR:** Crush Music, 49 West 24th Street, 8th Fl, NY, NY 10010, is solely responsible for all aspects of this sweepstakes (“Sweepstakes”).
2. **ENTRY PERIOD:** This is a Sweepstakes to be conducted during the period commencing on Sept 10, 2019 at 9:00:00 AM Eastern Time (“ET”) and ending on November 10, 2019 at 11:59:59 PM ET. (“Entry Period”). All entries must be received by November 10, 2019 at 11:59:59 PM ET.
3. **ELIGIBILITY:** To be eligible for this Sweepstakes, at the time of entry you must be: [1] a person legally residing in, and physically located within, the 48 contiguous United States, or the District of Columbia (collectively, “Territory”); [2] 18+ years of age or older; [3] not an employee of Sponsor or its respective parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “Entities”); nor members of their households or immediate families and [4] willing to have your entry featured and published on the Website or otherwise distributed, in connection with, or to promote, the Sweepstakes and for the Website. “Household members” shall mean people who share the same residence at least three months a year. “Immediate family members” shall mean parents, step-parents, children, stepchildren, siblings, step-siblings, or spouses.
4. **THERE ARE TWO (2) WAYS TO ENTER:**

Method #1: visit <http://iwantaguitar.hellamegatour.com/> and follow all onscreen instructions to enter the Sweepstakes (“Online Entry”).

Method #2: To enter via Spotify, follow all onscreen instructions on <http://iwantaguitar.hellamegatour.com/> to (i) follow Weezer, Fall Out Boy and Green Day via your Spotify music service (“Service Provider”); and (ii) follow Hella Mega playlist. By entering the Sweepstakes, you are agreeing to receiving marketing messages from Weezer, Fall Out Boy, Green Day and Harley-Davidson. After clicking “Submit”, you are officially entered into the Sweepstakes random drawing (“Spotify Entry”). If you are not an existing user of Spotify, you can create a free user account on www.spotify.com, including agreeing to any Spotify’s Terms of Use prior to entering the Sweepstakes. By entering the Sweepstakes, you are agreeing to the

Official Rules (“Rules”) and the TOUs (found at www.spotify.com/us/legal/end-user-agreement/).

The potential winners may be required to show proof of being the authorized account holder of the account associated with the Entry. By entering this Sweepstakes, you agree that you are solely responsible for all data charges that you may incur. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. All entries submitted in accordance with these Rules shall be hereinafter referred to as (“Eligible Entries”). All entries become the property of Sponsor and will not be acknowledged or returned.

- 5. LIMITATIONS:** All Entries must be received during the Entry Period. Limit of one (1) Entry per person per entry method (regardless of whether one person has more than one email address or more than one person use the same email address). In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the email address is registered. Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Sponsor, nor any of its officers, directors, shareholders, employees, agents, artists or representatives (individually and collectively, “Releasees”) are responsible for Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, contain the images of more than one person, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone. computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant’s email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees.

Any Entrant who attempts to enter with multiple email addresses or under multiple identities will be disqualified. Sponsor is not obligated to communicate with any Entrant during the duration of the Sweepstakes. Please review these Rules and the Website TOU carefully; however, in the event of a conflict between these Rules and the TOU, these Rules will control.

6. **PRIZES:** Five (5) grand prizes (“Grand Prizes”) be awarded. Each Grand Prize winner will receive one (1) Fender PLAYER STRATOCASTER® guitar signed by Green Day, Fall Out Boy and Weezer. Approximate Retail Value (“ARV”) of prize: \$1,500.00. If actual value of any prize is lower than the stated ARV when prize is procured and fulfilled, the difference will not be awarded. No substitution of prize offered, no transfer of any prize to a third party is permitted and prize may not be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute prize for a prize of comparable or greater value. All fees, federal, state, local or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of winner. Taxes are the responsibility of winner. An IRS form 1099 will be filed in the name of winner. Arrangements for the fulfillment of prize will be made by Sponsor and/or its designated agent. If a Grand Prize is forfeited, and sufficient time exists to select an alternate winner, the Grand Prize will be awarded to an alternate winner from all non-winning eligible entries.
7. **WINNER SELECTION:** Entries may only be received during the Entry Period. On or about, November 11, 2019, five (5) Entries will be randomly selected from all of the eligible Entries received during the Entry Period as Winners.
8. **WINNERS:** Potential winners will be notified via information provided on entry form. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] potential winner’s failure to respond to notification within two (2) days after its mailing/transmission; [2] the return of an email notification or message as undeliverable after three (3) attempts; (3) the receipt of any other notice or a prize as undeliverable; [4] potential winner’s failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the email address or account associated with the winning Entry; [5] potential winner’s failure to provide Sponsor with satisfactory proof of age, identity and residency; [6] potential winners’ failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within seven (7) days after its mailing ; [7] potential winners’ failure to claim a prize within three (3) days after it is sent; [8] potential winners’ failure to validly claim any prize before November 30, 2019 [9] any other non-compliance with Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.
9. **PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor’s privacy policy located at <http://privacypolicy.umusic.com/> (“Privacy Policy”).
10. **CONDITIONS:** By entering this Sweepstakes, as an entrant, you agree, represent and warrant that: [1] you will be bound by the Rules, Website TOU and Sponsor’s decisions, which shall be final in all respects; [2] the Entry

becomes solely the Sponsor's property and will not be acknowledged or returned; [3] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury resulting in whole or in part, directly or indirectly, from the Entry, selection or use of a submission or from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this Sweepstakes or in any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; [4] winners' acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use winners' names, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [5] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; [6] the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; [7] any portion of any prize not accepted or used by any winner will be forfeited; [8] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [9] the Sponsor has the right, in its sole discretion, to disqualify any individual it suspects: to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Rules, TOU or the Privacy Policy; (c) violating any other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or for any other good cause as determined solely by the Sponsor; (10) since any attempt by any individual to deliberately damage the Website or undermine the legitimate operation of the Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws; and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [11] Sponsor has the right to conduct a background check ("Check") of any and all records of the

Grand Prize winner and winner's guest (individually, "Participants"), including without limitation, civil and criminal court records and police reports, which they, to the extent necessary under law, shall authorize; [12] Sponsor may take all steps necessary to corroborate any information provided to Sponsor by any Participant and Participants will be obligated to provide necessary contacts and information for the Check; [13] Sponsor has the right, in its sole discretion, to disqualify any Participant from any prize element, based on the Check; [14] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; [15] all Claims shall be resolved individually, without resort to any form of class action; [16] all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased and [17] Sponsor has the right to modify prize award procedures at its sole discretion.

11. **RULES & WINNERS' LIST:** For names of winners (after November 17, 2019) and/or Rules (before November 10, 2019), send a self-addressed, stamped #10 envelope to: Hella Mega Tour Sweepstakes, c/o Crush Music, 49 West 24th Street, 8th Fl, NY, NY 10010, designating either "winners list" or "Rules".
12. **DISCLAIMER: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Spotify. Any questions, comments or complaints regarding these Sweepstakes will be directed to the Sponsor.** By submitting an Entry in this Sweepstakes and/or accepting any prize you may win, you agree to release, indemnify, and hold harmless Spotify from any Claims arising from the administration of this Sweepstakes.