The "AWOLNATION Ticket Giveaway" Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
The "AWOLNATION Ticket Giveaway" Sweepstakes (the "Sweepstakes") may only be entered by legal residents of the fifty (50) United States and the District of Columbia (excluding territories and possessions) (the "Sweepstakes Territory"). Entries originating from any other jurisdiction(s) are not eligible. You are not authorized to participate in the Sweepstakes if you are not located within the Sweepstakes Territory.

1. ELIGIBILITY.

Only legal residents of the Sweepstakes Territory who are at least fifteen (15) years of age as of December 3, 2024 are eligible to enter the Sweepstakes. Void outside of the Sweepstakes Territory, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers and directors of Orchard Enterprises NY, Inc. ("Sponsor"), and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of the Sweepstakes materials (the "Sweepstakes Entities") and its immediate families (e.g. parents, children, siblings, spouse) or members of the same household (whether related or not) of the Sweepstakes Entities employees, officers and directors are not eligible to enter.

2. SWEEPSTAKES PERIOD.

The Sweepstakes will begin on December 3, 2024 at 12:00:01 a.m. EST and will end on December 17, 2024 at 11:59:59 p.m. EST ("Sweepstakes Period").

3. HOW TO ENTER.

There are two (2) methods to enter the Sweepstakes

Follow Entry: You may enter the Sweepstakes by completing the following steps: (i) connecting to your Spotify® account; (ii) saving the "The Phantom Five" album Spotify® album by the performing artist professionally known as "AWOLNATION" ("AWOLNATION") OR (i) connecting to your Apple Music® account; (ii) saving the "The Phantom Five" Apple Music® album by AWOLNATION (the "Follow Entry").

Alternative Entry: You may also enter the Sweepstakes by navigating to https://thephantom5.com/form/save2.html and filling in the entry form during the Sweepstakes Period (the "Alternative Entry").

For purposes of these Official Rules, the Follow Entry and the Alternative Entry shall collectively be referred to as "Entries" and individually as, an "Entry". If an entrant has no Spotify® account, one can be created by visiting http://www.spotify.com and following the instructions to set up an account. If an entrant has no Apple Music® account, one can be created by visiting https://www.apple.com/music/ and following the instructions to set up an account. If an entrant has no Amazon Music ® account, one can be created by visiting https://music.amazon.com/and following the instructions to set up an account.

One (1) Entry per person.If multiple Entries are received by the same entrant, only the first Entry submitted by that entrant will qualify for entry into the Sweepstakes; subsequent Entries submitted by that entrant shall be disqualified. No automated entry devices and/or programs are 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 Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

4. <u>PRIZES</u>.

One (1) Grand Prize Winner (the "Winner") will receive: Two (2) VIP Admission Tickets (collectively, the "Concert Tickets") to see AWOLNATION's concert at (1) one date and location, *to be mutually agreed upon* by you and Sponsor. If the Winner is younger than the age of majority in his/her state or province of residence as of December 3, 2024, then one of the Concert Tickets must be used by that Winner's parent or legal guardian.

ENTRANTS ACKNOWLEDGE AND AGREE THAT AIRFARE AND TRANSPORTATION TO AND FROM THE CONCERT, AND HOTEL ACCOMODATION AT THE CONCERT, IS NOT INCLUDED IN THE PRIZE AND WILL NOT BE PROVIDED.

The approximate retail value (the "ARV") of all prizes combined (collectively, the "Prize") is Three Hundred U.S Dollars ($300.00). The ARV of the Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The Prize is 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. Prize may not be sold, bartered or transferred. Prize does 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 sole responsibility of the Winner.

The Winner must be at least fifteen (15) years of age as of December 3, 2024 and will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release within five (5) calendar days of the Prize notification. If any Winner is younger than the age of majority in his/her state or province of residence as of December 3, 2024, then such individual's parent or legal guardian must provide written permission allowing the Winner to accept the Prize and the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by a parent or legal guardian. If a Winner rejects his/her Prize or in the event of noncompliance with these Official Rules, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given.

5. <u>RANDOM DRAWING/ODDS</u>.

The Winner will be selected in a random drawing from all eligible Entries received on or around December 18, 2024. The drawing will take place at the executive offices of Orchard Enterprises NY, Inc., 23 East 4th Street, Floor 3, New York, NY 10003. The odds of winning depend on the number of eligible Entries received. The Winner will be notified by email, and if a Winner cannot be contacted within one (1) calendar day of first notification attempt, the Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon Prize forfeiture, no compensation will be given. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and Sponsor's decisions, which will be final and binding in all matters relating to the Sweepstakes.

6. <u>CONDITIONS</u>.

All federal, state, provincial and local taxes are the sole responsibility of the Winner. Participation in this Sweepstakes and acceptance of Prize constitutes the Winner' 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 regarding the Sweepstakes and/or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and Winner agree to release and hold harmless Sponsor, Sweepstakes Entities, and their respective advertising and promotion agencies, parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors ("Released Parties"), 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 Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Released Parties are 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 the odds of winning.

7. ADDITIONAL TERMS.

In the case of dispute as to the identity of any entrant, the Entry will be deemed to have been submitted by the Authorized Account Holder of the Email account associated with the winning Entry. "Authorized Account Holder" is defined as the natural person to whom an Email account is assigned. Any potential Winner may be requested to provide Sponsor with proof that such Winner is the Authorized Account Holder of the Email account associated with the winning Entry. Any other attempted form of Entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. 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, 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 to cancel, terminate, modify, extend or suspend this Sweepstakes should it determine (in its sole discretion) that a virus, bug, 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 from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. 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, 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. **Sponsor reserves the right not to award any or all part of the Prize, or to cancel, terminate, modify, extend or suspend this Sweepstakes without liability in the event an insufficient number of eligible Entries are received. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY 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, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. USE OF DATA.

Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the Orchard Enterprises NY, Inc privacy policy at http://www.theorchard.com/privacy-policy/. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

9. ISSUES OF LAW.

All federal, state and local laws and regulations are applicable. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY GOVERN THIS SWEEPSTAKES WITHOUT REGARDS TO CONFLICT OF LAW RULES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. EACH ENTRANT EXPRESSLY WAIVES THE RIGHT TO HAVE ANY SUCH ACTION OR PROCEEDING HEARD BEFORE A JURY.

10. HOW TO GET MORE INFORMATION.

To obtain the name of the Winner, send a self-addressed, stamped envelope by March 1, 2025 to: Orchard Enterprises NY, Inc., 23 East 4th Street, Floor 3, New York, NY 10003, Attention The "AWOLNATION Ticket Giveaway" Sweepstakes Winner's Name. To obtain a copy of these Official Rules, send a self-addressed, stamped envelope by February 1, 2025 to: Orchard Enterprises NY, Inc., 23 East 4th Street, Floor 3, New York, NY 10003, Attention The "AWOLNATION Music Ticket Giveaway" Sweepstakes Official Rules.

11. <u>SPONSOR</u>.
Sponsor is Orchard Enterprises NY Inc., 23 East 4th Street, 3rd Floor, New York, NY 10003.