

## Contest/Sweepstakes General Terms and Conditions

These rules are the terms and conditions (the “**General Terms and Conditions**”) of the Custom f5ve iPod Giveaway contest/sweepstakes (the “**Contest**”). This Contest is sponsored by f5ve (the “**Sponsor**”). By entering the Contest you confirm your acceptance of these General Terms and Conditions (the “**Contest Website**”; collectively, the “**Official Rules**”). Please read the Official Rules carefully. If you do not agree to the Official Rules, do not enter this Contest.

Sponsor reserves the right to modify or amend at any time the Official Rules and/or to terminate the Contest completely at any time at its sole discretion by posting an amended version thereof on the Contest Website and/or on its social media platforms.

### 1. Eligibility

- 1.1. The Contest is open to persons who are legal residents eighteen (18) years of age or older, as of the date of entry, who have an active e-mail account and Internet access as of the beginning of the Contest period (an “**Entrant**”). Employees of Sponsor and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Contest period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Contest. Participation in the Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules.
- 1.2. Once the Contest closing date has been publicly announced via the Artist's official platforms and website, no further Submissions will be accepted or considered eligible for Entries.
- 1.3. The winner will be required to provide us with the following information in order for us to send the reward: Full Name of the Entrant, Complete Postal Address, Zip Code, State, Phone Number and Email Address.
- 1.4. For the avoidance of doubt, all issues of eligibility will be decided by Sponsor in its sole discretion.
- 1.5. Any entry or other action in respect of the Contest made by an ineligible person will be null and void.

### 2. Entries.

- 2.1. During the Submission Period (as defined below), visit the Contest Website and login via Facebook, Spotify or by entering your email address. To participate you must perform various interactions on the Feature.fm platform and/or the Contest Website (“**Submissions**”) to earn entries (“**Entries**”).

- 2.2. Entries shall be accepted during the period specified in the Contest Website (the “**Submission Period**”). The Submission Period may be extended by Sponsor in its sole discretion. All Submissions must be received during this Submission Period to be eligible to win an Award (as defined below).
- 2.3. No mechanically reproduced mail-in Entries are allowed and any use of robotic, automatic, programmed or similar entry methods will void all such Entries by such methods.
- 2.4. Only one Entry per person, household and e-mail address is permitted, regardless of method of Entry. Entrants submitting multiple Submissions or violating any of these Official Rules may be disqualified.
- 2.5. By submitting a Submission, each Entrant grants Sponsor a worldwide, exclusive, royalty-free, perpetual and irrevocable license to copy, modify, create derivative works, publish, display, broadcast, rebroadcast, sell and distribute such Submission for any purpose. Entrant agrees not to assert any moral rights in any Submissions against Sponsor or any of its Affiliates and waives any and all claims against Sponsor and its Affiliates in respect of any moral rights in any Submissions. Entrant moreover grants Sponsor the right to reveal and publish their name, photo, portrait, voice, likeness, image and biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide.

### 3. **Selection of the Winner**

- 3.1. Winner/s will be determined by the Sponsor, in accordance with the Official Rules, in its sole discretion (the “**Winners**”). Any decision of Sponsor regarding the selection of any Winners is final. Sponsor will not consider any appeals subsequent to the selection of a Winner.
- 3.2. Prizes won by an eligible entrant who is a minor in his/her jurisdiction of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents.
- 3.3. Sponsor currently expects that the Winners will be selected within 14 business days after the submission period. However, Sponsor may extend the Submission Period in its sole discretion. Any extension of the Submission Period will be detailed on the Contest Website and/or on social media platforms, together with any revised Submission Period and date on which Sponsor expects that the Winner will be selected.
- 3.4. The Awards to be awarded to the Winners are detailed on the Contest Website.

- 3.5. The Winners will be notified by email within fourteen (14) business days (the “**Notification Period**”) of their selection.
- 3.6. Winners may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification.
- 3.7. In the event that Sponsor cannot for any reason contact the Winners during the Notification Period, or when the Winner is ineligible, fails to claim an Award and/or, where applicable, an affidavit of eligibility and publicity/liability release from the Winner is not timely received, is incomplete or modified, Sponsor reserves the right in its sole discretion to select other Winners or to determine that there shall be no Winners. Sponsor further reserves the right to postpone and/or cancel the Contest at any time and at its own discretion.
- 3.8. Sponsor reserves the right to select an alternative Winner in the event that Sponsor has reasonable grounds for believing that any selected Winner has contravened any of the Official Rules. Winners may be required to provide a written acknowledgement of acceptance of the Official Rules prior to receiving any Award.
- 3.9. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the Authorized Account Holder of the e-mail account specified in the Entry. “**Authorized Account Holder**” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

#### **4. Award**

- 4.1. Sponsor will deliver the award/s, as defined in the Official Rules (the “**Award**”) using the email and/or other contact details provided by the Entrant within 6 – 8 weeks of receipt of a notification of their selection as a Winner. You are solely responsible for providing Sponsor with your correct details and waive any claims against Sponsor that the Award has not been received or was not able to be delivered due to incorrect details.
- 4.2. The Award/s are as stated and are non-transferable. If due to circumstances beyond Sponsor's control Sponsor is unable to provide a stated Award, Sponsor reserves the right to award a substitute Award. All Awards are, where applicable, subject to the additional terms and conditions of the manufacturer or supplier.
- 4.3. Please note: Awards include actual unrefurbished iPods. Their battery life, functionality, and condition are second-hand and we are not responsible if they do not work after a while. Sponsor is not responsible for any defects, malfunctions, or performance issues that may

arise from normal wear and tear associated with vintage electronics. By accepting the Award, Winner acknowledges and accepts these devices in their current condition.

## **5. Personal Information**

Personal information collected from users and Entrants as a result of any Submission and participation in the Contest will be used for the purpose of administering the Contest, including for providing any notifications regarding the Competition; and (b) in order to provide you with newsletters about various Sponsor products, activities, events or contests, all in accordance with the provisions of the Feature.fm's privacy policy, located at <https://ffm.to/privacypolicy>, as amended from time to time. By accepting these General Terms and Conditions or making a Submission, you affirmatively consent to receive such commercial messages. You can request to stop receiving future communications from the Sponsor by following the unsubscribe link located at the bottom of each communication. Please note that the Sponsor reserves the right to send you service-related communications, including service announcements and administrative messages, relating to the Contest, without offering you the opportunity to opt out of receiving them (the "**Service-Related Messages**"). You consent and accept that such Service-Related Messages may include reminders and notifications regarding your account status, including with respect to the blocking of messages as aforesaid.

## **6. Liability Release**

Sponsor and its Affiliates shall not be liable to you for any loss or damage whatsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Contest and/or Award and/or Submissions, including (i) the Winner accepting, possessing, using, or misusing of any Award or any portion thereof; (ii) any type of technical failure; (iii) the unavailability or inaccessibility of any transmissions, phone, or Internet service; (iv) unauthorized intervention in any part of the Submission process; (v) electronic error or human error in the administration or the processing of Submissions. Sponsor and its Affiliates shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the Winner/s under these Official Rules if such delay or failure is caused by circumstances beyond its reasonable control including without limitation the aforesaid examples as well as a pandemic (including restrictions required as a result of the COVID-19 epidemic), war, terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes.

IN NO EVENT WILL SPONSOR BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN

CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **7. Feature.fm**

Entrant expressly waives and releases Feature.fm from any and all responsibility and any and all claims, damages and/or losses relating the operation of the Contest and the Feature.fm platform and services and will direct any claims relating to the Contest solely to the Sponsor.

## **8. Indemnity**

By participating in the Contest, you agree to indemnify, defend, and hold harmless Sponsor and its subsidiaries, Affiliates or any of their respective officers, directors, employees, representatives and agents, attorneys, insurers, independent contractors, providers, successors and assigns (collectively, the “**Affiliates**”) from and against any and all liabilities incurred in connection with (i) your breach or violation of the Official Rules; (ii) your violation of any law, or the rights of any user or third party, including with respect to your Entries; (iii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the Award, or acceptance, possession, or use of the Award, or from participation in the Contest; and (iv) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Sponsor.

## **9. General**

- 9.1. By participation in the Contest, you confirm your acceptance of the Feature.fm Terms of Use (<https://ffm.to/terms>) and Privacy Policy (<https://ffm.to/privacypolicy>).
- 9.2. Entrants should retain copies of all submitted materials for their records. Sponsor cannot accept any responsibility for Submissions delayed, misdirected or undelivered. Incomplete and/or illegible Submissions may be disqualified.
- 9.3. The Contest will be regarded as void where prohibited or restricted by applicable law.
- 9.4. Sponsor reserves the right to disqualify any Entrant from the Contest if, in Sponsor’s sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation

of the Contest including by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants or Sponsor.

- 9.5. These Official Rules shall be governed by and construed in accordance with the laws of The State of New York, USA and the courts of New York, NY USA shall have exclusive jurisdiction in relation to any disputes arising in respect of the Contest or the Official Rules.