

## **OFFICIAL RULES OF THE ACE OF SPADES HAPPY BIRTHDAY GIVEAWAY**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Promotion Entities, and not to, Facebook, Twitter, Instagram or other social network or platform.**

### **ELIGIBILITY**

The Ace of Spades Happy Birthday Giveaway ("Promotion") is open only to natural persons who are legal residents of California who have a valid social security or tax ID number, and who are at least eighteen (18) years of age at the time of entry. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible to participate or win any prize. In the event of a dispute as to the identity of an entrant, the authorized account holder of the account will be deemed to be the entrant. All potential winners are subject to verification before any prize will be awarded. By participating in the Promotion, entrant fully and unconditionally agrees and accepts these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **SPONSOR**

The Sponsor of the Promotion is Live Nation Worldwide, Inc. ("Sponsor").

### **ADMINISTRATOR**

The Administrator of the Promotion is Live Nation Marketing, Inc, 9348 Civic Center Drive, Beverly Hills, CA 90210. ("Administrator" or "Live Nation").

Sponsor and Administrator are collectively referred to herein as "Promotion Entities".

### **PROMOTION PERIOD**

The Promotion period begins at 12:00 PM Pacific Time on February 10, 2020 and ends at 12:00 PM Pacific Time on February 24, 2020. Administrator's computer is the official time keeping device of the Promotion.

### **HOW TO ENTER**

There is one (1) way to enter.

#### Via Internet

Visit the Promotion entry page located at <https://a.pgtb.me/cbPd5S> and complete the entry form. You may encourage your friends who are eligible to enter this Promotion ("Friend Referral") to enter by sharing via your Facebook or Twitter account, or your Personal Referral link. You will receive one (1) additional entry for each successful sweepstakes entry via your Friend Referral, for a maximum of two (2) Friend Referral entries. For Friend Referral to be valid, entrant must use the Share icons or the personal referral link on the confirmation thank you page that will display upon successful entry.

For all entries: Each entrant is eligible to submit up to one (1) Promotion entry during the Promotion Period, regardless of method or combination of methods of entry or number of entries submitted. Each entrant may also receive a maximum of two (2) additional entries via Friend Referral. Total entries into the Promotion not to exceed three (3) per entrant. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry service) to enter is prohibited and will void all entries by that entrant. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. All entries become the property of the Administrator and none will be acknowledged or returned.

### **PRIZING**

One (1) Grand Prize consisting of two (2) general admission standing room only tickets to public events of winner's choice scheduled to take place at Ace Of Spades in Sacramento, CA during the 2020 calendar year. Not valid for private events or rentals. Tickets to a particular show are not guaranteed. Parking, travel, accommodations and all other expenses are not included and are solely the winner's responsibility. Tickets are subject to availability, venue capacity and age restrictions. Winner must submit ticket requests at least

seven (7) days prior to event, with the exception of events taking place in December 2020, which must be submitted no later than December 5, 2020. Once tickets have been confirmed, winner must cancel request at least twenty-four (24) hours in advance of event or the face value of confirmed tickets will be included in the actual prize total for 1099 filing requirements. Confirmed tickets will be placed at Will Call under the winner's name. Winner must be present to pick up tickets; photo ID will be required. Winner and guest(s) must abide by all venue policies. The Prize has no cash value and cannot be exchanged for cash or credit, except as required by law. Use of tickets for unauthorized advertising, marketing or other promotional purposes is strictly prohibited. The prize will be void and revoked if tickets sold or exchanged for compensation. Promotion Entities reserve the right to not award any prize to, or to revoke full or partial prize from, any winner or winner's guest who Promotion Entities and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Promotion Entities into disrepute. The prize is non-transferable and resale of tickets is prohibited. Approximate Retail Value of the Grand Prize is: Fifty Dollars to Eleven Thousand Nine Hundred Eighty Eight Dollars (\$50.00 to \$11,988.00), depending on number of concerts requested and ticket price of requested concerts.

For all prizing: Odds of winning a prize depends on the number of eligible entries received during the Promotion Period. There will be only one prize per winner. Lost or stolen prizes will not be replaced. The prize does not include any other item or expense not specifically described in these Official Rules, and any such additional items or expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prizing stated is based on available information provided to Administrator. The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.

#### **SELECTION AND VERIFICATION OF POTENTIAL WINNER**

Administrator will randomly select one (1) potential winner from all eligible entries on or around February 25, 2020. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent means.

All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone, or via a direct message to the social account used to enter, as applicable. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") and an I.R.S. Form W-9 as applicable (except where prohibited), which must be received by Administrator within seventy-two (72) hours of the time notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor in his/her province of residency, the Affidavit must also be executed by the winner's parent or legal guardian. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), declines the prize or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator will select an alternate potential winner by random drawing from among all remaining eligible entries, up to three (3) alternate potential winners. All alternate potential winners are subject to all requirements set forth in these Official Rules. If an alternate winner declines the prize or is disqualified, the prize will not be awarded.

If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Promotion entry, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, or programming errors or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

#### **PUBLICITY**

Except where prohibited, participation in the Promotion constitutes entrant's consent for Promotion Entities to use entrant's name, social media identity, likeness, voice, opinions, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## **PRIVACY**

Information submitted by entrants will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winner and fulfillment of the prize. Information submitted by entrants is subject to Administrator's privacy policy: <http://bit.ly/LNprivacy>. Entrant's participation in this Promotion constitutes consent for Promotion Entities to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes, unless entrant has opted to receive e-mail communications from Promotion Entities.

## **ERRORS AND UNAUTHORIZED ACTIVITIES**

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, Administrator may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **RELEASE**

Except where prohibited, by participating in the Promotion, entrant agrees to release Promotion Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees (collectively "Released Parties"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including without limitation (a) the unauthorized or illegal access to personally identifiable or sensitive information; (b) acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; (c) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (d) technical and/or communications malfunctions, errors or failures of any kind; (e) unauthorized human intervention in any part of the Promotion; (f) technical or human error which may occur in the administration of the Promotion or the processing of entries; (g) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize; (h) if Administrator must cancel or terminate the Promotion for any reason; or (i) if any prize cannot be awarded due to circumstances beyond Promotion Entities' control. Entrant agrees that in any cause of action, the Released Parties' liability shall be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorneys' fees or other legal costs. Entrant acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

## **DISPUTES**

As a condition of participating in the Promotion, entrant agrees that: a) any and all disputes, claims and causes of action arising out of or in connection with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of JAMS, then effective. See Administrator's Terms of Use (<http://bit.ly/LNETerms>) for more information on arbitration requirements; Entrant further agrees that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. Promotion Entities reserve the right to modify prize award procedures. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Promotion and these Official Rules, or the rights and obligations of the entrant and Promotion Entities, shall be governed by and construed in accordance with the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

## **WINNER'S LIST**

To obtain a list of the names of winners of prizes with a value greater than \$25, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to Ace of Spades Happy Birthday Giveaway #47900 WINNERS LIST, c/o Live Nation Worldwide, Inc., 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept.

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