

## **Dunlop Pedalboard Giveaway Sweepstakes Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE.

**1. Eligibility:** Dunlop Pedalboard Giveaway Sweepstakes (the "Sweepstakes") is open to individuals who are at least the legal age of majority in their state/province/country and are a legal resident of one of the fifty (50) United States, or the District of Columbia, at the time of entry with a valid email address and a completed profile. Employees, contractors, directors, officers, and agents of Russo Music Center Inc. ("Sponsor"), its parent, affiliates, subsidiaries, distributors, sales representatives, advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win. **This Sweepstakes is void where prohibited or restricted by law.**

This Sweepstakes is subject to all applicable federal, state, provincial, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Russo Music Center Inc. 1989 Arena Drive Hamilton NJ, 08610

**3. Sweepstakes Entry Period:** The Sweepstakes begins on April 30th, 2019 9 am EST and ends on April 30th, 2019 at 11:59PM EST (the "Sweepstakes Entry Period"). All entries must be received before the Sweepstakes Entry Period end time/date to be valid.

**4. How to Enter:** During the Sweepstakes Entry Period, go to <https://www.russomusic.com/pages/sweepstakes> ("Website") and fully complete and submit the entry form to receive one (1) entry into the Sweepstakes. Individuals who do not follow all of the instructions, provide the required information in their profile, fully complete and/or submit the profile, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified, all in Sponsor's sole discretion. Limit: One (1) entry per person/e-mail address during the entire Sweepstakes Entry Period.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

**5. Drawing:** On or around April 30th, 2019, Sponsor will randomly select one (1) winner(s) from among all eligible entries received during the Sweepstakes Entry Period. Odds of winning a prize depend on the number of eligible entries received.

On or around April 30th, 2019 potential winners will be notified via the e-mail address and/or telephone number provided during entry into the Sweepstakes. Potential winners are subject to verification. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within seven (7) business days of attempted notification or prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

**6. Prize (1):** one (1) winner(s) will receive (1) Preloaded Pedalboard Package consisting of the following products: DVP4 Mini Volume X, CBM535Q 535Q Mini Wah, M291 Dyna Comp Mini, M296 Classic 108 Fuzz Mini M294 Sugar Drive, M290 Phase 95 M293 Booster Mini, WM71 Aqua Puss Smalls, M239 Mini Iso-Brick, 8 x MXR 6" Patch Cable, 2 x MXR 18' PRO Silver Woven Instrument Cable, Pedaltrain Metro 24 Softcase, Retail Value ("ARV"): \$1,728.15 USD ARV is as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Limit: one (1) prize per person/email address/household. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Please allow 4-6 weeks for shipment of prize after confirmation.

**7. Release:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents ("Released Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

**8. Publicity:** Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**9. General Conditions:** Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming

associated with or utilized in the Sweepstakes, the Website, or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes and/or Website, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor may randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the Website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the Website, or the operation of the Sweepstakes 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 deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Governing Law & Jurisdiction:** This Sweepstakes and its Official Rules are governed by U.S. law and are subject to all applicable federal, provincial, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Jersey, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Jersey, in the County of Mercer.

**12. Entrant's Personal Information:** Please see the privacy policy located at <https://www.russomusic.com/pages/privacy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Except where prohibited by law, if you are selected as a winner, your information may also be included in a publicly-available winner's list.

**13. Winner's List:** For a list of winners, mail a self-addressed, stamped envelope to: Russo Music Sweepstakes Winners 1989 Arena Drive, Hamilton, NJ 08610. Requests must be received by 5/15/2019.