

Lollapalooza Giveaway 2018 - Terms & Conditions

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A CONTEST OF SKILL. VOID WHERE PROHIBITED. The entry period for the "FLOODFest Chicago Giveaway Contest", sponsored by FLOOD Magazine, begins on Monday, July 9th, 2018 and ends on Friday, July 20th, 2018 (the "Contest Period"). All applicable federal, state, provincial, and local laws and regulations apply. Proof of submitting a Contest entry will not be deemed by Sponsor as proof of receipt of valid entry into the Contest. Any attempted form of entry into the Contest other than as described herein is void.

- 1. Eligibility:** The Lollapalooza Giveaway is open only to all legal residents of the 50 United States and the District of Columbia who are 21 years of age or older as of the date of their entry. Employees of FLOOD Magazine, and their affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, provincial, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's 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. The Promotion consists of a sweepstakes.
- 2. Sponsor:** FLOOD Magazine, 542 Larchmont Blvd, LA, CA 90004
- 3. Timing:** The Promotion begins on 7/09/18 at 2 PM PST and ends on 7/20/18 and 12 PM PST. Administrator's computer is the official time-keeping device for this Promotion.
- 4. How to Enter:** During the Promotion Period, visit <http://floodmagazine.com/> to complete and submit the registration form, or send an email to info@FLOODmagazine.com. You automatically will receive one (1) entry into the Sweepstakes. All potential winners are subject to verification before any prize will be awarded.
Limit: Each entrant may enter the Sweepstakes one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners

may be required to show proof of being the authorized account holder. If required under applicable law.

5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

6. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by mail, email or phone. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state or province of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within two (2) calendar days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of the Grand Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain un-awarded. Unclaimed Third Prizes will not be awarded.

7. Prizes: As of July 06, 2018, prizes are as detailed as follows:

2 VIP Passes to FLOODfest Chicago on Saturday, August 4th

4 Nights hotel in Chicago (hotel tbd)

2 Coach round trip tickets to Chicago from closest major airport Delta flies from

2 GA Lollapalooza Weekend tickets.

\$500 Original Penguin online shopping spree

All costs, fees, and expenses associated with a prize or the acceptance and use of any element of a prize are the sole responsibility of the winner and are subject to all applicable federal, state, provincial, and local laws, rules and regulations.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor and their respective affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor 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 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. Limitations of Liability: The Released Parties are not responsible for: (1) 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; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if possible. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, 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 or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the appropriate California State Court located in Los Angeles, CA in the United States; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated

with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the 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 (USA).

13. Taxes: All costs, taxes, fees, and expenses associated with a prize or the acceptance and use of any element of a prize not specifically addressed above are the sole responsibility of the winner. All federal, state, provincial and local taxes on prize are winner's sole responsibility. Winners must submit a W9 to receive prize. Prize winners will be issued a 1099 tax form for the actual retail value of the prize if the actual retail value is greater than \$600.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://floodmagazine.com/privacy-policy/>)