## MUSIC CHOICE X ARMSTRONG "DIERKS BENTLEY TICKETS" SWEEPSTAKES OFFICIAL RULES

## OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING WITHIN 100 MILE RADIUS OF BURGETTSTOWN, PENNSYLVANIA. VOID WHERE PROHIBITED.

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

- 1. SPONSOR AND PROMOTIONAL PARTNER: The Sponsor of the Music Choice x Armstrong "Dierks Bentley Tickets" Sweepstakes ("<u>Sweepstakes</u>") is Music Choice, 650 Dresher Road, Horsham, PA 19044 ("<u>Sponsor</u>"). The Promotional Partner is Armstrong, One Armstrong Place, Butler, PA, 16001. ("<u>Promotional Partner</u>").
- 2. HOW TO ENTER: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Sweepstakes begins at 12:00:00 a.m. (Eastern Time ("ET")) on May 28, 2018, and ends at 11:59:00 p.m. (ET) on June 4, 2018 ("Sweepstakes Period"). Beginning May 28, 2018, Promotional Partner will display a Sweepstakes-related post ("Sweepstakes Post") on the social media page located at facebook.com/armstrongonewire. To enter the Sweepstakes, visit this page during the Sweepstakes Period and take the following action:
  - Facebook: Post in the comments below the Sweepstakes Post

You may also enter by hand printing your name, complete address, city, state, zip, date of birth, daytime phone number, email address and how you heard about this Giveaway (e.g. the specific MUSIC CHOICE® Television channel, the Music Choice website, from a friend, etc.) on a 3" x 5" card and mailing it in a first class postage prepaid envelope to Music Choice "Dierks Bentley Tickets" Sweepstakes, 328 West 34th Street, New York, NY 10001. You will receive one entry into this Giveaway for a properly completed card received by Sponsor as provided herein. All written entries must be postmarked by June 6, 2018, and received by Sponsor before 11:59 pm (EST) on June 7, 2018. Any other attempt at Internet, e-mail or mail entry is void. Limit one entry per person, family or household. By submitting an entry, you are also agreeing to permit Music Choice to send e-mails, newsletters, and other promotional offers to the e-mail address used to register. For information on Music Choice's data practices, please visit our Privacy Policy – see Paragraph 10 below.

- 3. ELIGIBILITY: From the official time and date of the start of the Sweepstakes Period through the final date of prize fulfillment, you must be a lawful permanent U.S. citizen and resident residing within 100 mile radius of Burgettstown, PA the ("Eligible Area"). You must also 13 years of age or older as of the official time and date of the start of the Sweepstakes Period. If you are a minor based on the laws in the state where you reside ("Minor"), you need to obtain permission from your parent/legal guardian to enter. Sweepstakes is void outside the Eligible Area and where restricted or prohibited by law. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the United States. United States law governs this Sweepstakes. Employees and their immediate families (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and members of their households (whether or not related) of Sponsor and their affiliated companies, subsidiaries, and any other entities participating in the design, advertising, promotion, marketing, administration, or fulfillment agencies (collectively "Sweepstakes Entities") are not eligible to enter Sweepstakes.
- 4. DRAWING AND NOTIFICATION: On or about June 5<sup>th</sup>, Sponsor or its designee will conduct a random drawing to select one potential winner from among all eligible entries received during the Sweepstakes Period. All decisions of Sponsor with respect to the drawing and this Sweepstakes are final and binding in all respects. Odds of winning a prize depend on the number of eligible entries received. The potential winner will be notified via the social platform that corresponds with their entry. Failure by any potential winner to respond to such notification within a reasonable time frame, as determined by Sponsor in its absolute and sole discretion, will result in disqualification of the potential winner and an alternate potential winner will be selected. The return of a potential winner's notification, prize information, or the prize as undeliverable or rejection of the prize by the potential winner will result in disqualification of the potential winner and an alternate potential winner will be selected. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry

will be deemed void. In the event of a dispute, the Sweepstakes Entities shall not be responsible for 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 or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **PRIZE:** The winner will receive two (2) tickets for the winner and one guest to attend the Dierks Bentley concert taking place on June 15<sup>th</sup>, 2018 at KeyBank Pavilion in Burgettstown, PA. The Approximate Retail Value (ARV) of the prize is \$200 Dollars (\$200 USD). Actual prize value may vary. Limit one (1) prize win per person / household.

No transfer, or cash or other substitution of any prize allowed except that Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Unless expressly stated herein, any costs or fees associated with the prize are the sole responsibility of the prize winner, including concession fees, parking, and transportation.

- 6. PRIZE CONDITIONS: Except where prohibited, the potential winner will be required to execute (his/her parent/legal guardian must sign if potential winner is a Minor) an Affidavit of Eligibility and a Liability Release from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss or any other harm suffered in connection with this Sweepstakes or the use/misuse or acceptance of the prize or any portion thereof, and a Publicity Release granting the Sweepstakes Entities the right to use their name and likeness for advertising and publicity purposes without additional compensation (collectively, the "Affidavit/Release"). Such documents must be returned by the date and/or time indicated within such documents. If the potential winner fails to return such documents within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with the Official Rules, then the potential winner will be disqualified and, time allowing, an alternate potential winner will be selected. Entrant waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Each potential winner also must acknowledge that the Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the prize and that the prize winner (his/her parent/legal guardian must sign if prize winner is a Minor) will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the prize. The Sweepstakes Entities are not responsible for fraudulent calls or emails made to entrants not by the Sponsor. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of the winner. Except where prohibited by law, each winner's entry and acceptance of the prize constitutes permission (and, if a Minor, parent/legal guardian agree on winner's behalf) for the Sweepstakes Entities to use said winner's name, photograph, social media account names, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. All entries are subject to verification prior to awarding of prize. Eligibility, age, and claims made by a prize winner also are subject to verification prior to awarding of prizes.
- 7. SWEEPSTAKES CONDITIONS: VOID WHERE PROHIBITED. This Sweepstakes is subject to all applicable federal, state and local laws of the United States. By participating, entrants agree (and, if a Minor, parent/legal guardian agree on entrant's behalf) to be fully and unconditionally bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winner and entrants also agree (and, if a Minor, parent/legal guardian agree on such winner and entrants' behalf) to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this

Sweepstakes, or (ii) printing, distribution or production errors. Sponsor or its affiliates may rescind any promotion found to contain such errors without liability at its sole discretion. NEITHER SPONSOR NOR THE SWEEPSTAKES ENTITIES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS SPONSOR PROVIDES THE PRIZE WINNER WITH WRITTEN WARRANTIES). FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

- 8. **RESTRICTIONS:** Sponsor may at Sponsor's sole and absolute discretion provide different prizes of equal or greater value. Sponsor shall not be liable to winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow- down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. LIMITATIONS OF LIABILITY: Sweepstakes Entities are not responsible for: (1) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kind; (3) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) 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 Sweepstakes or receipt or use of any prize. 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 entry in the Sweepstakes. 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. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend all or any part of the Sweepstakes and to select a potential winner from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.
- 10. DISPUTES: Any and all legal actions or claims arising in connection with this Sweepstakes or these Official Rules must be brought in a court of competent jurisdiction within the Commonwealth of Pennsylvania and will be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions and shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.
- 11. **PRIVACY POLICY:** ENTRY IN THE SWEEPSTAKES CONSTITUTES ENTRANT'S CONSENT TO USE THE PERSONAL INFORMATION COLLECTED FROM THE ENTRANT FOR PURPOSES OF ADMINISTERING THE SWEEPSTAKES AND FOR SUCH OTHER PURPOSES TO WHICH ENTRANT MAY CONSENT AS OUTLINED HEREIN OR ON SPONSOR'S WEBSITE. ALL INFORMATION SUBMITTED TO SPONSOR OR PROMOTIONAL ADMINISTRATOR AS PART OF THE SWEEPSTAKES WILL BE

TREATED IN ACCORDANCE WITH THEIR RESPECTIVE PRIVACY POLICIES, AVAILABLE AT http://www.musicchoice.com/content/legal/PrivacyPolicy.htm and http://armstrongonewire.com/Support/Policies.

12. RULES/WINNERS LIST: For a copy of the Official Rules, go to smarturl.it/MC02. For the name of prize winner, send a self-addressed, stamped envelope to Music Choice "Dierks Bentley Ticket" Sweepstakes, 328 West 34<sup>th</sup> Street, New York, NY 10001. Winner information becomes available after completion of Sweepstakes.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc., Twitter, Inc. or Instagram, LLC. You understand that you are providing your information to Sponsor and not to Facebook, Inc., Twitter, Inc. or Instagram, LLC. Inquiries (whether questions, comments or complaints) should be directed to Sponsor, not to Facebook, Inc., Twitter, Inc. or Instagram, LLC.

Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes. You are providing your information to the Sponsor and the information you provide will only be used in accordance with the Official Rules of this Sweepstakes.

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