

## **OFFICIAL RULES OF THE DAVE MATTHEWS BAND SPOTIFY SWEEPSTAKES**

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

**Eligibility:** The Dave Matthews Band Spotify Sweepstakes ("Promotion") is open only to natural persons who are legal residents of the United States of America or Canada (except Quebec), who are at least thirteen (13) years of age, and who have a valid Facebook account or a valid Twitter account at the time of entry. 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, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. 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. Administrator may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable, federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to 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. ("Administrator").

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

**Timing:** The Promotion period begins at 12:00 PM Pacific Time on April 29, 2014 and ends at 12:00 PM Pacific Time on June 3, 2014. Administrator's clock is the official time keeping device of the Promotion.

**How To Enter:** Via Internet, visit the Promotion page located at <http://www.tweematic.com/dmbsweeps>, accept the terms and conditions of the Promotion, select either the Facebook button or Twitter button to connect through entrant's Facebook or Twitter account, allow the Tweematic application to access the account selected, complete the Dave Matthews Band Promotion registration form and Submit entry.

Entrant may earn up to two (2) additional entries by Sharing ("Share") using one of the three (3) methods set forth below. Entrant will receive one (1) additional entry for each successful Share for a maximum of two (2) Share entries. For Share to be valid, entrant must use the Share icons on the Confirmation Thank You page that will display upon successful entry.

- Create a Dave Matthews Band playlist ("Playlist") via entrant's Spotify account by following the steps as indicated, and then click on "Share Your Playlist" to Share link to entrant's Playlist.
- Share the pre-populated Facebook message via entrant's Facebook account by clicking on the Share on Facebook icon and following steps as indicated
- Share the pre-populated Twitter message via entrant's Twitter account by clicking on the Share on Facebook icon and following steps as indicated. Entrant will automatically follow @LiveNation and @davematthewsbnd upon Share via Twitter.

To enter, an entrant must be a registered user of Facebook or Twitter. Share is optional but entrant must be a registered user on the platform utilized for Share. If an entrant is not a registered user of these site(s), the entrant must visit <http://www.facebook.com> or <http://www.twitter.com> to register for free. If entrant is not a user of Spotify and would like to create and Share a Playlist, the entrant must visit <http://www.spotify.com> to register for free. Registration for and use of the Facebook, Twitter or Spotify platforms are subject to their terms and conditions and Promotion Entities have no responsibility with respect to such registration or use. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Spotify. You understand that you are providing your information to Promotion Entities, and not to Facebook, Twitter or Spotify.

For all entries: Each participant 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 participant may also receive a maximum of two (2) additional entries via Share. Total entries into the Promotion not to exceed three (3) per participant. 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 automated technology or system to participate is prohibited and will result in disqualification. 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 registrations, which will be disqualified. All entries become the property of the Administrator and none will be acknowledged or returned.

**Prize:** Five (5) Grand Prizes each consisting of two (2) general admission tickets to winner's choice of one (1) participating Dave Matthews Band concert; and one (1) autographed Dave Matthews Band setlist. Promotion Entities not responsible for authenticity of prize and Certificate of Authenticity not provided. Winner and guest(s) must abide by all venue policies. Parking, travel and accommodations not included and are the sole responsibility of winner. 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. Resale of tickets is prohibited. Approximate Retail Value of each Grand Prize is: One Hundred Ten Dollars (\$110), depending on concert selected.

Participating concerts:

PNC Bank Arts Center in Holmdel, NJ scheduled to take place on June 10, 2014  
Darien Lake Performing Arts Center in Darien Center, NY scheduled to take place on June 11, 2014  
Susquehanna Bank Center in Camden, NJ scheduled to take place on June 13, 2014  
Susquehanna Bank Center in Camden, NJ scheduled to take place on June 14, 2014  
Klipsch Music Center in Noblesville, IN scheduled to take place on June 20, 2014  
Klipsch Music Center in Noblesville, IN scheduled to take place on June 21, 2014  
Molson Amphitheatre in Toronto, Ontario, Canada scheduled to take place on June 24, 2014  
DTE Energy Center in Clarkston, MI scheduled to take place on June 25, 2014  
Blossom Music Center in Cuyahoga Falls, OH scheduled to take place on June 27, 2014  
First Niagara Pavilion in Burgettstown, PA scheduled to take place on June 28, 2014  
FirstMerit Bank Pavilion @ Northerly Island in Chicago, IL scheduled to take place on July 4, 2014  
FirstMerit Bank Pavilion @ Northerly Island in Chicago, IL scheduled to take place on July 5, 2014  
Riverbend Music Center in Cincinnati, OH scheduled to take place on July 9, 2014  
Xfinity Theatre in Hartford, CT scheduled to take place on July 11, 2014  
Xfinity Theatre in Hartford, CT scheduled to take place on July 12, 2014  
MIDFLORIDA Credit Union Amphitheatre in Tampa, FL scheduled to take place on July 16, 2014  
Cruzan Amphitheatre in West Palm Beach, FL scheduled to take place on July 18, 2014  
Cruzan Amphitheatre in West Palm Beach, FL scheduled to take place on July 19, 2014  
PNC Music Pavilion Charlotte in Charlotte, NC scheduled to take place on July 22, 2014  
Walnut Creek Amphitheatre in Raleigh, NC scheduled to take place on July 23, 2014  
Farm Bureau Live at Virginia Beach in Virginia Beach, VA scheduled to take place on July 25, 2014  
Jiffy Lube Live in Bristow, VA scheduled to take place on July 26, 2014  
The Gorge in George, WA scheduled to take place on August 29, 2014  
The Gorge in George, WA scheduled to take place on August 30, 2014  
The Gorge in George, WA scheduled to take place on August 31, 2014  
Sleep Train Amphitheatre in Chula Vista, CA scheduled to take place on September 5, 2014

For all prizes: Odds of winning a prize depend on the number of eligible entries received. There will be only one prize per winner. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional 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 except at the sole discretion of Administrator. 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 prize(s) stated above is based on available information provided to Administrator and 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 Winners:** Administrator will randomly select winner(s) from all eligible entries on or around June 3, 2014. 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. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Administrator within forty-eight (48) hours of the time notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor, the Affidavit must also be executed by the winner's parents or legal guardians. 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 award the corresponding prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded.

If a potential winner is a Canadian resident, upon notification, the selected entrant, must, unaided, correctly answer a time-limited mathematical skill-testing question. In the event that a selected entrant is unable to answer the skill- testing question correctly, the Administrator shall have the right to disqualify said entrant and to randomly draw another eligible entry, and the Administrator shall be fully and completely released and discharged from any liability or responsibility in this regard.

**Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion 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(s) and fulfillment of the prize(s). Information submitted by entrants is subject to Administrator's privacy policy: <http://concerts.livenation.com/h/privacy.html>. Entrant's participation in this Promotion constitutes consent for Administrator 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 or SMS messages from Administrator. For information regarding Dave Matthews Band's privacy policy, please visit <http://davematthewsband.com/privacy-policy>.

**Errors and Unauthorized Activity:** Promotion Entities are not responsible: (1) for 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) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for 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; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. 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 Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its 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, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Administrator 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 Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion Game, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it suspects or finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately 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. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release:** By participating in the Promotion, entrant (a) releases 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, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) 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) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, 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 Dave Matthews Band Spotify Promotion #6373 WINNERS LIST, c/o Live Nation Worldwide, Inc., 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept.

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