

## **OFFICIAL RULES OF THE FLOGGING MOLLY AND GOGOL BORDELLO FLYAWAY GIVEAWAY**

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

**Eligibility:** The Flogging Molly and Gogol Bordello Flyaway Giveaway ("Promotion") is open only to natural persons who are legal residents of the United States of America, who are at least eighteen (18) years of age 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 5:00 PM Pacific Time on April 8, 2015 and ends at 12:00 PM Pacific Time on May 18, 2015. Administrator's clock is the official time keeping device of the Promotion.

**How To Enter:** Via Internet, visit the Promotion registration page located at <http://www.tweematic.com/floggingmolly/>, and complete the registration form.

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. 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:** One (1) Grand Prize consisting of one (1) Rock Flight® which includes two (2) general admission tickets to Flogging Molly and Gogol Bordello at Blue Hills Bank Pavilion in Boston, MA scheduled to take place on June 19, 2015; round-trip, coach class air transportation for two (2) from the major airport nearest grand prize winner's home within the U.S. to Boston, MA, departing June 18, 2015 and returning June 20, 2015; one (1) double occupancy standard hotel room for two (2) nights/ three (3) days; and a \$200.00 pre-paid cash card to use toward ground transportation. Selection of airline, hotel and concert seat locations are solely within Live Nation's discretion. All other expenses not specifically mentioned herein are solely the winner's responsibility. Live Nation reserves the right to provide ground transportation in lieu of air transportation if the winner resides within two hundred (200) miles from concert venue. Winner and guest(s) must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation into disrepute. Winner will be

required to provide a credit card to hotel to cover incidentals which are not included in prize package. Travel must take place on the day prior to the confirmed concert and return the day following the concert. If winner is unable or unwilling to travel on the dates specified, the prize will be forfeited and may be awarded to an alternate winner. All travel subject to availability and restrictions. Winner and travel guests must travel on same itinerary. If winner is a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Winner and travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Live Nation is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Live Nation is not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. An unclaimed and/or unused prize element will remain the property of Live Nation. Resale of tickets is prohibited. Approximate Retail Value of the grand prize is: Two Thousand Five Hundred Dollars and No Cents (\$2500.00), depending upon winner's point of travel origin and airfare fluctuations at the time of taking the trip. Any difference between stated approximate retail value and actual value of prize will not be awarded.

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 potential winner(s) from all eligible entries on or around May 19, 2015. 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.

**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.

**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 Flogging Molly and Gogol Bordello Flyaway Giveaway #10833 WINNERS LIST, c/o Live Nation Worldwide, Inc., 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept.

The Promotion and all accompanying materials are © 2015 Live Nation Worldwide, Inc.

Live Nation and Rock Flight are registered trademarks of Live Nation Worldwide, Inc.