

Warner Bros. Records Inc. MAC MILLER'S "THE DIVINE FEMININE" 2016 Sweepstakes
("Sweepstakes")

Sweepstakes Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

NO PURCHASE, PAYMENT, DONATION, OR DOWNLOAD NECESSARY TO ENTER OR WIN. A PURCHASE, PAYEMENT, DONATION, OR DOWNLOAD WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. Promoter

This Sweepstakes is being run by Warner Bros. Records Inc. ("Promoter"), 3300 Warner Blvd, Burbank, CA 91505. This Sweepstakes is not sponsored by Spotify. Accordingly, Spotify expressly disclaims any and all liability in conjunction with Promoter's offering or conduct of the Sweepstakes under any legal theory, including but not limited to the award of any prize of the Sweepstakes.

2. Overview of Sweepstakes

In celebration of the release of his new album, The Divine Feminine, Mac Miller is giving away two (2) airline tickets, ground transportation, one (1) night double-occupancy hotel accommodations, a meet & greet with Mac Miller for two (2), and two (2) tickets to see Mac Miller perform at the Red Rocks Amphitheater in Denver, CO on October 31, 2016. You enter by clicking the "Connect & Enter" button at <http://www.tweematic.com/thedivinefeminine/> (the "Website").

3. Eligibility

- (a) **You must: (i) be at least 18 years of age on the date of entry into the Sweepstakes; (ii) be a legal resident of one (1) of the forty-eight (48) contiguous United States or Washington, D.C. (the "Territory"); (iii) be a member of Spotify as of September 18, 2016 at 12:00 AM PT; and (iv) have an active connection to the internet as of September 18, 2016 at 12:00 AM PT.**
- (b) Void in Puerto Rico, all U.S. territories and possessions and overseas military installations, and where prohibited by law.
- (c) Promoter's employees, directors, management, licensees and contractors, Promoter's related companies and those agencies associated with Promoter, the immediate families of the above listed persons, and Promoter's retailers and suppliers are not permitted to enter.

4. Sweepstakes Dates

The Sweepstakes can only be entered during the period beginning on September 19, 2016 at 12:00 AM PST (the "Start Date") and ending on October 17, 2016 at 11:59 PM PST (the "Applicable End Date").

Promoter accepts no responsibility for lost, late, illegible, incomplete or misdirected entries.

5. Entry Rules

- (a) Clicking the "Connect & Enter" button on the Website shall constitute an "Entry". The winning Entry ("Winner") will be determined by impartial randomization so that each Entry will bear the same odds of winning as any other Entry timely received. Actual odds of winning will depend upon the number of Entries received. No mechanically reproduced or photocopied requests will be accepted. All Entries become property of Promoter and will not be acknowledged or returned. Only the Winner will be notified as detailed in Section 7 below.

- (b) There is a limit of one (1) Entry per person regardless of method of entry. Any entries over and above this limit will be excluded, or all Entries from such person may be disqualified. By submitting an Entry, each entrant acknowledges that they have read, accepted, and agreed to be bound by these Terms and Conditions.
- (c) Beginning on the Start Date individuals may submit an Entry by clicking the “Connect & Enter” button on the Website to add Mac Miller’s “The Divine Feminine” to their library on Spotify and share the album on a social media platform. The Entry must comply with the specifications set forth herein and any Entries that fail to comply with such specifications may be disqualified. Entries must be received by the Applicable End Date. Promoter is not responsible for malfunctions of electronic equipment, computer hardware or software, or any other technical problems related to Entries submitted through the Website. Any attempt at entry except as above stated is void. Promoter’s computer will be the official clock of the Sweepstakes.
- (d) All potential Winners are subject to verification by Promoter. An entrant is not a Winner of any prize, even if the Sweepstakes should so indicate, unless and until entrant's eligibility and the potential winning Entry has been verified and entrant has been notified that verification is complete. Entrants’ Spotify accounts will be used solely for the purpose of tracking and verifying winning Entries and notifying potential Winners. Promoter will not accept screenshots or other evidence of winning in lieu of its verification process. Promoter reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or any web site related to the Sweepstakes; to be acting in violation of these Sweepstakes Terms and Conditions; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, macro, automatic, programmed or the like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same Spotify account, the authorized subscriber of the Spotify account used to enter the Sweepstakes at the actual time of registration will be deemed to be the entrant and must comply with these rules. The Sweepstakes entrant is deemed to be the natural person who is assigned a Spotify account by an Internet access provider, on-line service provider or other organization, which is responsible for assigning Spotify accounts associated with the Entry. Potential Winners may be required to provide Promoter with proof that the potential Winner is the authorized account holder of the email address associated with the potentially winning Entry. Promoter may prosecute any fraudulent activities to the full extent of the law. All federal, national, state and local laws and regulations apply.

6. Prize

One (1) qualifying Winner of the Sweepstakes will win: (i) two (2) airline tickets and ground transportation; (ii) one (1) night double-occupancy hotel accommodations; (iii) a meet & greet with Mac Miller for two (2); and (iv) two (2) tickets to see Mac Miller perform at the Red Rocks Amphitheater in Denver, CO on October 31, 2016 (the “Grand Prize”). Approximate Retail Value of the Grand Prize: \$2,000. The Winner will be responsible for paying all costs and expenses associated with the Grand Prize that are not specifically mentioned, including, without limitation, taxes and any other expenses that might reasonably be incurred by the Winner in receiving or using the Grand Prize.

7. Selection and Notification of the Prize Winner

- (a) The Winner will be notified by email, phone, or direct message on Spotify on or about October 17, 2016, but if such person does not respond to the notification within twenty four (24) hours, Promoter reserves the right to select a substitute prize-winner from a pool of entrants not previously selected as the Winner. Promoter will not notify unsuccessful Entries.
- (b) If you are the Winner, Promoter may request that you contact Promoter to provide proof of identity, age, and residency. You may also be required to provide Promoter with proof that you are the authorized holder of the Spotify account associated with your Entry. If you do not promptly (within twenty four [24] hours) provide Promoter with any of the information Promoter has requested under this Section 7, Promoter may disqualify you from the Sweepstakes if Promoter wishes to do so. The Winner may be required to submit their social security number or tax payer ID number to Promoter in order to claim the Grand Prize.

- (c) If you are the Winner, Promoter will contact you with information regarding how, where, and when the Grand Prize may be picked up.

8. Name of the Winner

The name of the Winner can be obtained by sending a letter requesting the name of the Winner, and including your email address and/or an envelope bearing your physical mailing address, to: Warner Bros. Records Inc., MAC MILLER'S "THE DIVINE FEMININE" Sweepstakes, 3300 Warner Boulevard, Burbank, CA 91505, Attn: Head of Interactive Media, which letter must be received by Promoter prior to October 13, 2016. Promoter will respond to you within a reasonable period after receipt of your letter.

9. Breach of these Terms and Conditions by You.

If you do not comply with any of these Terms and Conditions and as a result, Promoter suffers any loss or damage, you shall, on Promoter's demand, reimburse Promoter for such loss/damage. Promoter also reserves the right to disqualify you from the Sweepstakes if you do not comply with any of these Terms and Conditions.

10. Publicity

If you are the Winner, you grant Promoter the right to use your name, likeness, and details of the location of your town/city in promotional activity for the Sweepstakes (unless you are a resident of Tennessee, in which instance Promoter will request your separate consent for such use of your name, likeness, and details, which you shall have the right to withhold).

11. Your Personal Data

In entering this Sweepstakes, you understand that you are submitting personal data about you to Promoter including, if applicable, your name, Spotify account name, telephone number, social security number, mailing address, and email address. You consent to Promoter storing that data and using the data for the purposes of Promoter's operation of the Sweepstakes. Any personal data relating to entrants will be stored and used by Promoter solely in accordance with all current applicable data protection legislation and best practices and in accordance with Promoter's privacy policy located at <http://www.warnerbrosrecords.com/privacy-policy>.

12. General

- (a) No Grand Prize is transferable. No prize substitutions or transfers allowed, except at the Promoter's sole discretion. In the unlikely event that any portion of the Grand Prize is cancelled or undeliverable for any reason, the Winner agrees that Promoter has no further obligations to the Winner other than delivery of the remainder of the Grand Prize, if any.
- (b) No representations, warranties, terms or conditions that are not expressly stated in these Terms and Conditions apply to this Sweepstakes. Promoter shall have no liability for any injuries, loss or damage of any kind arising from or in connection with your participation in this Sweepstakes (including any damage to your or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Sweepstakes, or your travel in connection with this Sweepstakes) or acceptance, use, misuse or non-use of any Grand Prize (including without limitation injury or loss arising from your travel, accommodations, or attendance at the concert or surroundings). Promoter accepts no responsibility for any issues or loss that may be caused by your accessing/using the Website for the purposes of this Sweepstakes.
- (c) Neither Promoter nor any of Promoter's affiliates, parents or representatives, nor Mac Miller (the "Releasees") are responsible for any lost, late, illegible, misdirected, mutilated, incomplete, incorrect, or inaccurate entries or entry information, whether caused by the users of the Sweepstakes' entry page or URLs, computer hardware or software, or any other technical operation or programming associated with or utilized in the Sweepstakes, and the Releasees assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission to any website related to the

Sweepstakes, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to entries and/or entry information. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Promoter which, in the sole opinion of Promoter corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Promoter reserves the right at its sole discretion to void suspect entries and/or to cancel, terminate, modify, or suspend the Sweepstakes and select the Winner from among all eligible entries received prior to such cancellation, termination or suspension. **IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITE OR WEBPAGE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE OR PAGE.**

13. Arbitration/Choice of Law

Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorney's fees; and (c) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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 Sweepstakes Terms and Conditions, or the rights and obligations of entrants and Releasees in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without regard for conflicts of law doctrine, and all proceedings shall take place in that State.

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