## CASSADEE POPE "TAKE YOU HOME...TO NASHVILLE" SWEEPSTAKES RULES <u>AND REGULATIONS</u>

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. <u>Eligibility Requirements</u>: THE CASSADEE POPE "TAKE YOU HOME...TO NASHVILLE" SWEEPSTAKES (the "Sweepstakes") is open to those who (i) enter according to these Sweepstakes rules ("Rules"), (ii) are at least 18 years of age as of the date of submitting an entry and (iii) legal residents of the United States (excluding residents of Rhode Island) and located in the United States at the time of entry. Employees of CPM Touring, LLC (the "Sponsor"), and/or of the Sponsor's affiliates, subsidiaries, advertising and promotion agencies, and suppliers, as well as such employees' immediate family members and/or those living in the same household, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is void where prohibited by law.
- **Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as they relate to the Sweepstakes and the interpretation and application of these Rules.
- 3. <u>Sweepstakes Period</u>: Entries will be accepted online starting on or about Monday, May 21, 2018 and ending at 5:00 p.m. CT on Friday, May 25, 2018 ("Sweepstakes Period"). All entries must be received within the Sweepstakes Period. Sponsor's servers are the official time-keeping devices for the Sweepstakes.
- How to Enter: You may enter the Sweepstakes online by visiting www.cassadeepope.com and 4. completing the online entry form (limit one (1) online entry per valid email address, per eligible person). Entries must be in English. Normal internet access and usage charges imposed by on-line service companies are out of Sponsor's control and may apply. Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, corrupted, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. If you use fraudulent methods to enter, or otherwise attempt to circumvent the rules as determined by Sponsor, your submission may be removed from eligibility at the Sponsor's sole discretion. Regardless of entry method, the entry must fulfill all Sweepstakes requirements and Rules, as specified herein, to be eligible to win the Prize. No mechanically reproduced or photocopied entries are permitted, and no changes to any entry information will be permitted once submitted. All entries become the property of Sponsor and will not be acknowledged or returned. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the Sponsor's sole discretion. Entries the Sponsor receives after the deadlines stated herein will be discarded and deemed void. Any attempt to deliberately damage any web site, or undermine the legitimate operations of the Sweepstakes is a violation of the criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such participant from the Sweepstakes. In the event the Sweepstakes is compromised by virus, bug, unauthorized human intervention, or other causes that corrupts or impairs the

administration, security, fairness, or proper play of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes and award the prize from among all eligible entries received prior to cancellation. Proof of submission is not proof of receipt.

5. **Prizes/ARV:** The Sponsor will select one (1) winner ("Winner") to receive the following: (i) two (2) roundtrip economy airplane tickets (maximum cost \$1,500 USD total) to Nashville, Tennessee on a Sponsor-selected carrier from within the 48 contiguous states, (ii) 5 nights' hotel stay in a standard room in Sponsor's selected hotel (nights of June 5, 2018 – June 10, 2018), (iii) transportation for two (2) people between the Nashville Airport and the Sponsor selected hotel upon arrival and departure, (iv) two (2) passes to see Cassadee Pope ("Artist") perform live at the HGTV Lodge in Nashville, Tennessee ("Performance") on June 8, 2018, (v) two (2) meet and greet passes to see Artist at the Performance, and (vi) two (2) upper level reserved seating tickets to Nissan Stadium for the nights of June 7, 2018-June 10, 2018 ("Event"). The approximate retail value ("ARV") of these accommodations is Four Thousand Dollars (\$4,000.00) (the foregoing referred to as the "Prize"), which will depend upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. If the Winner is not available to attend the Event or Performance, he/she will forfeit the Prize and will not be eligible for any compensation or offered an alternate prize. The Sponsor is not responsible for airline cancellations or delays. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. The Prize is not redeemable for cash or transferable by Winner. The Winner and his or her travel companion must travel together on the same itinerary. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code share flights may be used. The Prize cannot be used in conjunction with any other promotion or offer. The Winner will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the Winner's hotel room will be charged to that major valid credit card. The Winner shall comply with any and all additional rules and regulations governing ticket holders for the Event and Performance attended by said Winner. The Winner is solely responsible for obtaining any and all necessary travel documents (e.g. valid U.S. Passport, photo I.D., etc.) before departure. Actual/appraised value may differ at time of Prize award. No cash or other prize substitution is permitted except at Sponsor's sole discretion. All expenses related to the Prize for the Winner not specifically mentioned herein are not included and are solely the responsibility of the Winner, including but not limited to (i) all costs related to any persons traveling with Winner; (ii) beverages, food, gratuities, tips, insurance, baggage fees, laundry service, merchandise, parking, service charges, souvenirs and telephone calls related to Winner or any other person; (iii) any and all federal, state, and/or local taxes and (iv) all mini bar expenses, room service, smoking charges and costs incurred for repairs to the hotel room due to damage inflicted on the hotel room ("Additional Hotel Costs"). No substitution of Prize, transfer/assignment of Prize to others, or request for the cash equivalent by the Winner is permitted. In the event the Winner or travel companion engages in behavior that (as determined by Sponsor in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early (or eject them from the Performance), in whole or in part, and send the Winner and travel companion home with no further compensation to the Winner. In the event that the Event and/or Performance is cancelled for any reason, or if the Winner or travel companion is refused entrance to the Event and/or Performance, that portion of the Prize will be forfeited and no additional compensation will be provided. Sponsor is not responsible for any delay or cancellation of the Event

or Performance. As a condition of accepting the Prize, Winner shall be required to execute an affidavit of eligibility and liability/publicity release.

- **6.** Odds: The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
- Winner Selection and Notification: The Winner of the Sweepstakes will be selected in a 7. random drawing under the Sponsor's supervision on Friday, May 25, 2018. The Winner will be notified at the email address that the Winner provided when entering the Sweepstakes. The Winner will be notified within two (2) business days of the drawing. The Sponsor shall have no liability for a Winner's failure to receive notices due to email service error, Winner's spam, junk e-mail, or other security settings, or Winner's provision of incorrect or otherwise non-functioning contact information. At the sole discretion of the Sponsor, disqualification and the selection of an alternate Winner may result from any of the following, without limitation: (i) a Winner's failure to respond to claim the Prize within two (2) business days of notification via email; (ii) the return of an email notification as undeliverable after two (2) attempts; (iii) a Winner's failure to provide Sponsor with satisfactory proof of eligibility and any requested releases; (iv) a Winner's failure to execute and return by overnight delivery service any Sponsor-requested documents; or (v) any other non-compliance with these Rules. In the event of a disqualification or forfeiture of Winner, Sponsor will make reasonable efforts to select an alternate winner; provided, however, such decision shall be in Sponsor's sole and absolute discretion and subject to the circumstances and contingencies of the Sweepstakes. The Winner will be responsible for all federal, state and local taxes associated with the claiming of the Prize, including without limitation, providing any and all tax documents (such as an IRS Form W-9) and will receive an IRS Form 1099 reflecting the ARV or other consideration received herein. Sponsor shall not be responsible for any typographical or other errors in the administration of the Sweepstakes. You shall not have the right, and waive any and all rights, to challenge the results of the Sweepstakes. Sponsor's determination of the Winner of the Sweepstakes shall be final and binding. Winner's receipt of the Prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. AT SPONSOR'S SOLE DISCRETION, ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER MAY RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND IMMEDIATE TERMINATION OF ALL PRIVILEGES AS WINNER.
- 8. Rights Granted by You: By entering this Sweepstakes and provided you opt-in on the Sweepstakes entry form, you understand and permit that the Sponsor, its subsidiaries and other affiliated entities, employees, agents, licensees, successors, assigns, and anyone else acting by, through, or on behalf of the Sponsor will have the right, where permitted by law, without any further notice, review, or consent to use the information provided on your entry submission for marketing and other valid business purposes. To opt-in to granting this right, you must check the opt-in box on the online entry form. Opting out of granting this right will have no impact on your chances of winning the Sweepstakes. Provided you opt-in on the Sweepstakes entry form, you agree to receive marketing emails and/or mail periodically from Sponsor and its subsidiaries and other affiliated entities, employees, agents, licensees, successors, assigns, and anyone acting by, through, or on their behalf. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the email or calling the telephone number on the mailing.
- 9. <u>Terms</u>: Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should a virus, technical issue, non-authorized human intervention, fraud, act

of God, act of terrorism, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, the Sponsor may, in its sole discretion, select a winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor to address the intervening event. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes. This includes, without limitation, the rights to (i) void entries for any reason, including but not limited to multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by the Sweepstakes Rules, or entering the Sweepstakes by the use of bots, macros, scripts, or other technical means; and (ii) disqualify and/or pursue any legal action against any individual who tampers or attempts to tamper with the entry process, the operation of the Sweepstakes or its website, or otherwise violates these Rules. Any attempt by any person to damage any website or otherwise undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and if such an attempt is made, or is suspected to have been made, Sponsor reserves the right to seek criminal prosecution and/or civil damages from any such person to the fullest extent permitted by law.

- **10.** Release, Indemnification, and Limitation of Liability: By submitting an entry to the Sweepstakes, you agree to fully, completely, and forever release, indemnify, and hold harmless Sponsor, Cassadee Pope, and any and all of its parents, subsidiaries, affiliates, and all other related entities, general and limited partners, joint venturers, successors, assigns, beneficiaries, attorneys, insurers, subrogees, advertising and promotional agencies, representatives, agents, principals, employees, officers, directors, and anyone else acting by, for, or through Sponsor, from and against any and all claims, demands, actions, cause of action, damages, suits at law, suits in equity, liabilities, illnesses, injuries, death, and any other losses, suffered, incurred, claimed, or brought by you (including any of your beneficiaries, successors, assigns, and anyone acting on your behalf), whether known or unknown, that currently exist or that may arise or occur, directly or indirectly, whether caused by negligence or not, in connection with your attempted entry, entry, or participation in the Sweepstakes. This includes, but is not limited to, (i) your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, or software; (iii) the unavailability or inaccessibility of any transmissions, or of telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; and (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.
- 11. <u>Dispute Resolution</u>: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF TENNESSEE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, you (including any of your beneficiaries, successors, assigns, and anyone acting on your behalf) agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action (and you agree to waive any and all right to bring or participate in any class action arising out of or related to this Sweepstakes), exclusively before a court located in Davidson County, Tennessee having jurisdiction, and that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any such action. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, and consequential damages, including reasonable attorneys' fees. You agree that the only damage award to which you may be entitled shall be expressly limited to your out-of-pocket expenses associated with entering this Sweepstakes, and you further waive any and all rights to have damages multiplied or increased.

- **12. Privacy Policy**: Information submitted with an entry is subject to the Privacy Policy stated on the Cassadee Pope website. To read the Privacy Policy go to www.cassadeepope.com/privacy-policy/.
- 13. Winners List: To request the name(s) of the Sweepstakes Winner(s), or a copy of these Official Rules, please mail your request along with a stamped, self-addressed envelope to: PO Box 121616, Nashville, TN 37212. All such requests must be received no later than 5:00PM CT on June 15, 2018.