

## MUSICTODAY FALL SWEEPSTAKES OFFICIAL RULES

**No purchase or payment of any kind is necessary to enter or win. A purchase will not increase your chance of winning.**

The Musictoday Fall Sweepstakes ("Sweepstakes") is run by Delivery Agent, Inc. ("Sponsor"). Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules, along with this website's Terms of Use and the Privacy Policy of the Sponsor.

**Sweepstakes Period.** The Sweepstakes commences at 10AM ET on October 29, 2014 and ends at 10AM ET on November 18, 2014.

**Eligibility.** No purchase necessary to enter or win. The Sweepstakes is open to anyone age 18 or older as of the date of entry who legally resides in the 50 United States, except where prohibited by law or in any state that would require advance registration of this Sweepstakes, and Canada (excluding Quebec). Sweepstakes is void in Puerto Rico and U.S. territories and possessions. Sweepstakes is void where restricted or prohibited by law. Employees of Sponsor and its affiliates, subsidiaries, and members of their immediate families (parents, siblings, children, and spouses of each) and/or persons living in the same household as such persons, whether related or not, are not eligible.

**How to Enter.** Entrants may enter the Sweepstakes by either: 1) entering your email address on <http://mt.votigo.com/fbsweeps/sweeps/Musictoday-Fall-Sweepstakes> ; or 2) by mailing a postcard with the Entrant's name, address and phone number to Musictoday Fall Sweepstakes, Attention: Delivery Agent, 300 California, 3<sup>rd</sup> Floor, San Francisco, California 94104. Limit one (1) entry per entrant.

Personal information submitted by Entrant will be treated according to the Privacy Policy of Sponsor (available by clicking on Privacy Policy). Sponsor reserves the right to deny any entry based on submission of incomplete information or non-compliance with these Official Rules. Sweepstakes Entities are not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries.

**Winner Selection.** All valid entries submitted by 10AM ET on November 18, 2014 (the "Cutoff Date") will be eligible for a random drawing to take place on November 19, 2014. Entries will be deemed "submitted" when actually received by Delivery Agent. Any entry forms submitted after the Cutoff Date will not be eligible. The prizes will be awarded to the entrants who are selected through our random drawing. Odds of winning will be determined by the number of valid entries received. The winners will be notified by the email address entrant used to register entry. Each winner has three (3) days from this email notification to respond and confirm in writing the winning entry. If the initial winner for a prize does not respond within this period, then a second drawing will be held. If necessary, subsequent drawings will be held until there is a confirmed winner. The Prize winner(s) may not substitute, assign or transfer any prize or redeem any non-monetary prize for money. The winners shall be required to complete an affidavit or declaration of eligibility/liability and, where permitted by law, a publicity release,

which must be signed and returned so that it is received by Sponsor within seven (7) days of the date printed on the prize notification. Failure to comply may result in forfeiture of all rights to prize(s). Sweepstakes Entities are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners. If a prize or prize notification letter is returned as undeliverable, prize may be forfeited and an alternate winner will be awarded. Prizes will be delivered, via mail, on or around December 2, 2014.

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.

**Prizes.** The winners will be awarded the following prize:

**GRAND PRIZE WINNERS (5)**

- One \$100 gift certificate to the Musictoday Superstore

**Approximate Retail Value:** \$100

**General Terms and Conditions.** By participating, entrants agree that Sweepstakes Entities, their shareholders, members, agents and representatives, affiliates, subsidiaries, related entities, advertising, promotion and fulfillment agencies, and legal advisors are not responsible or liable for, and shall be released and held harmless from: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Sweepstakes; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Sweepstakes, acceptance, possession, or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Sweepstakes Entities reserve the right, in its sole discretion, to amend and interpret these Official Rules at any time, and to terminate, suspend or cancel Sweepstakes at any time for any reason, including, without limitation, if a computer virus, bug, or other technical problem or security breach corrupts the administration, security, or proper conduct of the Sweepstakes. Participation in this Sweepstakes constitutes permission (except where prohibited by law) to use the winners' names, hometowns (including state or province) and/or likenesses for promotional purposes without further compensation. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California. Any claim arising out of the foregoing shall be instituted solely in a court situated in San Francisco County,

California, and entrant and Sponsor irrevocably agree to submit to the personal and exclusive jurisdiction of such court. All federal, state and local laws and regulations apply. A copy of these Official Rules and a winners list may be obtained by sending a request to Musictoday Fall Sweepstakes: Delivery Agent, 300 California, 3<sup>rd</sup> Floor, San Francisco, California 94104 not later than November 30, 2014.

**Limitation of Liability/Disclaimer of Warranties.** IN NO EVENT WILL THE SWEEPSTAKES ENTITIES 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 THE SWEEPSTAKES AND USE OF THE GRAND PRIZE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

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