

## **OFFICIAL RULES OF THE NIGHT OWL RADIO EDC LAS VEGAS 2016 3-DAY TICKETS GIVEAWAY #5**

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

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Promotion Entities, and not to, Facebook, Twitter, Instagram or other social network or platform.

**Eligibility:** The Night Owl Radio EDC Las Vegas 2016 3-Day Tickets Giveaway #5 ("Promotion") is open only to natural persons who are legal residents of the United States of America who have a valid social security or tax ID number, who are at least eighteen (18) years of age, and who have a valid Instagram 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 Insomniac Holdings LLC ("Sponsor").

**Administrator:** The Administrator of the Promotion is Insomniac Holdings LLC ("Administrator").

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

**Timing:** The Promotion period begins at 2:00 PM Pacific Time on April 29, 2016 and ends at 2:00 PM Pacific Time on May 2, 2016. Administrator's clock is the official time keeping device of the Promotion.

**How To Enter:** Via Instagram, visit the Promotion registration page located at <https://www.instagram.com/pasqualerotella/>, follow @pasqualerotella, and add your comment in Night Owl Radio EDC Las Vegas 2016 3-Day Tickets Giveaway #5 Promotion post and include #NightOwlEntry hashtag ("Entry") as indicated in the Instagram post. Your comment content must not violate Instagram policies: <https://help.instagram.com/478745558852511>. Winner will be selected via random draw from all eligible entries received regardless of content in comment. Entrant's Instagram account must be set to public at time of entry and until May 15, 2016, or until the winner has been confirmed, whichever comes first, as entries with a private account setting may not be captured. Promotion Entities are not responsible for the functionality of the Instagram platform, including changes that may interfere with the Promotion or the ability of a potential entrant to participate in the Promotion.

To enter, an entrant must be a registered user of Instagram. If an entrant is not a registered user of this site, the entrant must visit [www.instagram.com](http://www.instagram.com) to register for free. Registration for and use of the Instagram platform is subject to its 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, Instagram. You understand that you are providing your information to Promotion Entities, and not to Instagram.

**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 two (2) general admission 3-day passes to see EDC Las Vegas at Las Vegas Motor Speedway in Las Vegas, NV scheduled to take place from June 17 and June 19, 2016. Winner and guest must be at least eighteen (18) years old to participate in the prize and winner and guest 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 the Grand Prize is: Eight Hundred Dollars (\$800).

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 one (1) potential winner from all eligible entries on or around May 2, 2016. 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 twenty-four (24) 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 and fulfillment of the prize. Information submitted by entrants is subject to Administrator's privacy policy: <http://insomniac.com/insomniac-privacy-policy>. 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, 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 Night Owl Radio EDC Las Vegas 2016 3-Day Tickets Giveaway #5 #17182 WINNERS LIST, c/o Insomniac, 9441 West Olympic Blvd., Beverly Hills, CA, 90212.

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