

## OFFICIAL RULES OF THE NOCTURNAL WONDERLAND CAMPSITE DECORATING CONTEST 2016

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

**Eligibility:** The Nocturnal Wonderland Campsite Decorating Contest 2016 ("Promotion") is open to legal residents of the United States of America, who are at least eighteen (18) years of age, who have a valid social security or tax ID number, who have a Nocturnal Wonderland 2016 Campsite reservation for the 2016 festival and at least one (1) Nocturnal Wonderland ticket at the time of entry. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their 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 your 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.

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

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

**Timing:** Administrator's clock is the official time keeping device of the Promotion.

The Entry Registration Period begins at 12:00 PM Pacific Time ("PT") on August 1, 2016 and ends at 11:59 PM PT on August 31, 2016. The Entry Period is the period in which potential entrants can submit an entry form to Promotion Entities indicating their intent to enter the Promotion.

The Decorating Period begins at 6:00 PM PT on September 1, 2016 and ends at 12:00 PM PT on September 4, 2016. The Decorating Period is the period in which potential entrants who have sent a qualifying email during the Entry Registration Period may decorate their campsite in accordance with these Official Rules.

The Onsite Documentation Period (during which Promotion Entities will take photos of all eligible entries) begins at 12:01 PM PT on September 4, 2016 and ends at 3:59 PM PT on September 4, 2016. Five finalists will be selected.

The First Round Judging Period begins at 4:00 PM PT on September 4, 2016 and ends at 8:00 PM PT on September 4, 2016. Up to ten (10) finalists will be selected by the First Round Judges.

The Final Round Judging Period begins at 12:00 PM PT September 6, 2016 and ends at 12 AM PT on September 8, 2016. Two (2) potential winners will be selected by the Final Round Judge(s).

Entry Period, Decorating Period, Documentation Period, and Judging Periods are collectively referred to herein as "Promotion Period".

### How to enter:

1. During the Entry Registration Period, fill out the online entry form via the internet at: [insomniac.com](http://insomniac.com). You will be required to enter your complete name, campsite details including your campsite/entry name, the camping type (RV, tent), the number of people at your campsite (not to exceed six (6)), your email address, and your phone number ("Registration"). Registration is to verify entrant's intent to enter. Decorated campsite must be completed by 12:00 PM PT on September 4, 2016 to be eligible. Entrant must be the reservation holder of the campsite they are entering.
2. Once you arrive at your campsite during the Decorating Period, decorate your campsite in the "Nocturnal Wonderland" theme. Make sure to include your campsite/entry name that was included in your online entry form in your decoration via either a sign or banner so that it is visible to the judges. Deadline to finish decorating is 12:00 PM PT on September 4, 2016 and no alteration should be made to your campsite after this time or you may be disqualified. Judging will be based on design, functionality, creativity and adherence to theme. For allowable and restricted items, see <http://nocturnalwonderland.com/experience/camping/>.

For all entries: Each campsite is eligible to submit up to one (1) Promotion entry during the Entry 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 plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/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 Administrator and none will be acknowledged or returned. Failure for entrant to complete the campsite decorating prior to the First Round Judging Period start time or if entrant continues to work on the campsite decorating after the First Round Judging Period start time will disqualify entrant and campsite from the Promotion.

During the Promotion Period, Promotion Entities will take photos of qualifying campsites and such photos may be posted onto Administrator's web pages and social pages via the Internet for viewing by the general public, in Promotion Entities' sole discretion. Promotion Entities shall have the right to not display or immediately remove from display any and all photos, and to disqualify any and all entries, that violate these rules, in the sole direction of the Promotion Entities. As conditions of entry into this Promotion, submitting an Entry, and decorating a campsite, each entrant:

1. Warrant and represent that you have the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use his/her respective name or likeness to enable inclusion and use of the Submission in the manner contemplated by the Promotion Entities and these Official Rules, and can make written copies of such permissions available to the Promotion Entities upon request;
2. Acknowledge and agree that the Promotion Entities may exploit, edit, modify, display and distribute the Submission and all elements of such Submission, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party;
3. Warrants and represents that entrant's decorating of the campsite and any element thereof is original to the entrant/campsite and has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations;
4. Entrants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to be declared a grand prize winner (as hereinafter defined);;
5. Warrants and represents that entrant's Entry/decorating of the campsite and any element thereof does not contain any unlicensed images or music;
6. Agree to conduct yourself with due regard to public conventions and morals, and shall not do or commit any act that might prejudice the Promotion Entities during the Promotion Entry Period; and

In the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Entry/campsite, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Entry/photo to remain.

Entrants agree that the decorating of the campsite shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses (physical or email or otherwise)
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliation of other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Fireworks, sky lanterns, candle balloons, bonfires or pit fires
- Super soakers, water balloon launchers, spotlights, horseshoes, laser pointers or other items that pose a danger to surrounding guests. These items are subject to confiscation by the venue and may not be returned
- Conduct or activities in violation of these Official Rules

- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Promotion Entities, in their sole discretion
- Live animals of any kind

Entrants agree to abide by the campground rules set by the venue that can be found here: <http://nocturnalwonderland.com/experience/camping/>.

Administrator is not obligated to use, publish, display or broadcast any Entry materials or photographs of an Entry; provided however that each entrant acknowledges that Administrator will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the Entry and qualify for judging.

**Prize:** Two (2) Grand Prizes each prize consisting of up to six (6) general admission tickets (one ticket per campsite decorating participant) to Escape at NOS Events Center in San Bernardino, CA scheduled to take place on October 28 and October 29, 2016. Winners (participants) must be at least eighteen (18) years of age and 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. Approximate Retail Value ("ARV") of each Grand Prize is: up to one thousand fourteen dollars and no cents (\$1,014.00), depending on number of tickets issued. Any difference between stated ARV and actual value 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 substitutions or cash equivalents or redemption will be made, except that Administrator reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Winners agree to accept the prize "as is", and you 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 prizes stated above is based on available information provided to Administrator and the value of any prize awarded to a winner will 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 Finalists and Potential Winners:**

Photos of each eligible campsite will be taken during the Documentation Round which will be viewed by the First Round and Final Round judges. Up to ten (10) Finalists will be selected on or about 6:01 PM PT on September 4, 2015 from among all eligible Entries received (to be eligible a campsite must have been entered during both the Registration and Decorating Periods) by the First Round Judges. **Eligible entries received will be judged on the basis of the following criteria: design, functionality, creativity, and attention to theme (Nocturnal Wonderland), each criteria eligible for a maximum of 25 points for a total possible number of 100 maximum points ("Score").** The Finalists shall be the ten (10) Entries that **receive the highest overall Scores** as determined by the judges during the First Round Judging Period. Judges, in their sole discretion, reserve the right to select fewer than ten (10) Finalists if it is determined that fewer than ten (10) entries receive more than 70 points.

Two (2) winners will be selected on or about September 8, 2015 from the Finalists by the Final Round Judge(s).

**The winners shall be the two (2) Entries that receive the two (2) highest overall Scores (using the criteria above) from among the Finalists,** as determined by the Final Round judge(s) during the Final Round. 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 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 seventy-two (72) hours of the date notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor in his or her state of residence, 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 selecting the Finalist with the next highest score. 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 you will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. You may withdraw personal data upon request; however, you will be disqualified if personal data is withdrawn prior to the determination of the winner and fulfillment of the prize. Information submitted by you is subject to Administrator's privacy policy: <https://www.insomniac.com/insomniac-privacy-policy>. Your participation in this Promotion constitutes consent for Promotion Entities to use your personal information solely for the purpose of administering the Promotion and awarding the prizes, unless you has opted to receive e-mail communications from Promotion Entities.

**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 your 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 entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your 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, you (a) release 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) acknowledge 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, you agrees that: a) under no circumstances will you be permitted to obtain awards for, and you hereby waive 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 you 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, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to Nocturnal Wonderland Campsite Decorating Contest 2016 WINNERS LIST, C/O Insomniac, Inc., 9441 W Olympic Blvd, Beverly Hills, California 90212.

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