## OFFICIAL RULES OF THE U2 AT THE APOLLO THEATRE GIVEAWAY

## 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 U2 At The Apollo Theatre Giveaway ("Promotion") is open only to natural persons who are legal residents of the United States of America who will be in the Harlem, NY area on June 11, 2018, and who are at least eighteen (18) years of age 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 OnTour with Ticketmaster ("Sponsor").

Administrator: The Administrator of the Promotion is OnTour with Ticketmaster ("Administrator").

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

**Timing:** The Promotion period begins at 12:00 PM ET on June 4, 2018 and ends at 5:00 PM ET on June 5, 2018. Administrator's clock is the official time keeping device of the Promotion.

How To Enter: Via Internet, there are two (2) ways to enter:

1. Via Facebook, log into your Facebook account, follow @U2 and upload your Photo as indicated in the timeline post and include the required #U2ApolloEntry hashtag.

2. Via Twitter, log into your Twitter account, follow @U2 and upload your Photo as indicated in the timeline post and include the required #U2ApolloEntry hashtag.

NOTE: Photo must be a new upload. If you wish to add required hashtag to an existing Photo, you will need to reupload.

## The hashtag #U2ApolloEntry is required for successful entry.

Entrant must follow @U2 and Entrant's account used to enter must be set to public at time of entry and until June 10, 2018 or until the winner has been verified, whichever comes first, as entries with a private account setting may not be captured.

Promotion Entities are not responsible for the functionality of the Facebook or Twitter platforms, including changes that may interfere with the Promotion or the ability of a potential entrant to participate in the Promotion.

Alternatively, you may follow the steps above and upload a blank image or other personally non-identifiable image as your Photo, making sure to include the required hashtag as indicated above. To enter, an entrant may be a registered user of Facebook or Twitter. If an entrant is not a registered user of these sites, the entrant can visit www.facebook.com or https://twitter.com to register for free. Registration for and use of the Instagram and/or Twitter platforms is subject to their terms and conditions and Promotion Entities have no responsibility with respect to such registration or use.

Photo is for entertainment purposes only. Winners will be selected in a random drawing and Photo will have no bearing in winner selection. If Entrant submits a Photo, Entrant represents he/she owns/has permission to use all rights to it (and will indemnify Promotion Entities for such use) and that Entrant agrees to the terms below.

<u>For all entries</u>: Each participant is eligible to submit up to one (1) Promotion entry from participants Twitter account and up to one (1) Promotion entry from participants Facebook account 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.

By submitting a Photo, you agree to the Official Rules and you represent you own/have permission to use all rights to it (& will indemnify Live Nation Worldwide, Inc. or Artist ("Released Parties") for such use) & that you're granting Released Parties the perpetual & unlimited right to use, exploit, modify, and otherwise distribute it & your name, location, likeness & statements accompanying it in or to promote Released Parties' merchandise, publications, social media, and/or promotions w/o further compensation. Released Parties are not obligated to use your Photo. As conditions of entry into this Promotion, and submitting a Submission, each entrant:

1. Warrants and represents that the entrant has the written consent, release, and/or permission of each and every identifiable individual person (if applicable) 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. Acknowledges and agrees that the Promotion Entities may exploit, edit, modify, display, sell, 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. Promotion Entities have the right to sublicense Art to third parties, including without limitation, to Live Nation Worldwide, Inc. or Artist, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party;

3. Warrants and represents that entrant's Submission is original to the entrant 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 Submission does not contain any unlicensed images;

6. Agrees to conduct him/herself with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the Promotion Entities during the Promotion Entry Period and for up to one (1) year following acceptance of the prize; and in the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Submission to remain. Entrants agree that Submissions 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)
- 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.

Administrator is not obligated to use, publish, display or broadcast any Submission materials submitted with 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.

**Prize:** Twenty-Five (25) Prizes each consisting of two (2) tickets to attend the SiriusXM presents U2 at the Apollo Theatre in Harlem, NY scheduled to take place on June 11, 2018. Location of seats is at the sole discretion of Promotion Entities. Winner and guest must abide by all venue policies. 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 it 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. An unclaimed and/or unused prize element will remain the property of Promotion Entities. **Resale of prize is prohibited.** Approximate Retail Value of each prize is: Two Hundred Dollars and No Cents (\$200.00). Any difference between stated approximate retail value and actual value of prize will not be awarded except at the sole discretion of Administrator.

Odds of winning a prize depends 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 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. 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 twenty-five (25) potential winners from all eligible entries on June 5, 2018. 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 a direct message via the account used for entry. Potential winner must respond to Administrator and follow the instruction within the message within twenty-four (24) hours of the time notice or attempted notice is sent, in order to claim a prize. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited). 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: <a href="http://concerts.livenation.com/h/privacy.html">http://concerts.livenation.com/h/privacy.html</a>. 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, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to the U2 at The Apollo Theatre Giveaway WINNERS LIST, c/o Ticketmaster, 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept.

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