

THE TOUR DE CALIFORNIA SWEEPSTAKES FEATURING THE STRUTS OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT RESIDE WITHIN THE 50 UNITED STATES INCLUDING THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED BY LAW.

The Tour de California Sweepstakes featuring The Struts sweepstakes (“Sweepstakes”) begins at 10:00:00 AM Pacific Time (“PT”) on 12/24/19 and ends at 11:59:59 PM PT on 1/31/20 (the “Entry Period”). The Sponsor’s agent’s computer server will be the time keeping device for the purposes of this Sweepstakes.

SPONSOR: Interscope Records, a division of UMG Recordings, Inc., 2220 Colorado Ave., Santa Monica, CA 90404 (the “Sponsor”) is solely responsible for all aspects of this Sweepstakes.

Harley-Davidson, Inc. is a prize provider only, and is not a sponsor of this Sweepstakes. Harley-Davidson is not responsible for the conduct or administration of the Sweepstakes in any way, and its name and all other references are used with permission.

ELIGIBILITY: Sweepstakes is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia, age 18 or older at time of entry. Void where prohibited by law. Employees, officers, directors, shareholders and representatives of Interscope Records, Harley-Davidson, Inc. and The Struts (“Artist”), and their respective parent companies, manager(s), labels, agents, crew members, affiliates, licensors, and anyone professionally associated with the Sponsor, Artist, advertising and promotions agencies, retailers, distributors, and any other individual or company involved in the development or execution of the Sweepstakes (collectively, the “Released Parties”) and their immediate families (parents, siblings, children and their respective spouses) or individuals living in the same household of such employees (whether or not related) are not eligible to enter or win. No groups, clubs or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these official rules (“Rules”) to its members.

HOW TO ENTER: You may enter the Sweepstakes in one (1) of two (2) ways. You may enter by visiting <https://promo.interscope.com/the-struts-sweeps> (“Website”) and **i)** following all onscreen instructions to connect with The Struts via Spotify music service (“Service Provider”). After clicking “Connect on Spotify”, entering the requested information and selecting which concert you wish to attend if selected as a potential winner and clicking “Submit”, you are officially entered into the pool of eligible entries (“Spotify Entry”); or **ii)** you may also enter the Sweepstakes by clicking “No thanks, I just want to enter the Sweepstakes” and entering your name, email address, zip code, and selecting which concert you wish to attend if selected as a potential winner and clicking “Submit”. After clicking “Submit,” you are officially entered into the pool of eligible entries (“Online Entry”). Entrant must select which concert she/he wishes to be entered for a chance to win the trip for two (2) to attend the concert (“Concert”) selected at time of Entry. At the end of the Sweepstakes period, potential winner will be chosen at random from all eligible Entries received during the Entry Period. If you do not have a Spotify account, you may visit www.spotify.com and create an account for free and sign into your newly created Service Provider account to enter. By participating in the Sweepstakes, each Entrant is confirming that they have read and agree to comply with: (i) these Rules; (ii) a Sponsor’s terms of use, located at <http://privacypolicy.umusic.com/terms/>; and (iii) all other Sweepstakes requirements. Upon submitting your Entry, you will qualify for the trip to attend the applicable Concert you elect to enter.

Drawing for the following Concert trip for two (2):	Concert date	Entry Period Begins:	Entry Period Deadline:
Soma in San Diego, CA	2/28/20	12/24/19	1/31/20
House of Blues in Anaheim, CA	2/29/20	12/24/19	1/31/20
The Warfield in San Francisco, CA	3/3/20	12/24/19	1/31/20
Catalyst in Santa Cruz, CA	3/4/20	12/24/19	1/31/20

Limit: Regardless of method of entry, only one (1) Entry per person. Entries for the selected Concert will only be considered for that particular Concert and will not qualify for another Concert. Duplicate entries will be disregarded. Multiple entrants are not permitted to use the same email address. All Entries, requests and/or materials submitted become the property of the Sponsor and will not be returned or acknowledged.

ODDS: Odds of winning are determined by the number of eligible Entries received during the Entry Period.

PRIZE DETAILS: One (1) first prize ("First Prize") will be awarded. First Prize winner and one (1) guest will have the opportunity to attend the Concert event selected at the time of Entry ("Event"). Total Approximate Retail Value of prize ("ARV"): \$4,000.00. If actual value of prize is lower than the stated ARV when prize is procured and fulfilled, the difference will not be awarded. Prize consists of: round trip coach airfare for two (2) to/from a major commercial airport nearest to winner's primary residence (as determined by Sponsor) to the Event city selected at time of Entry (carrier used will be at the Sponsor's sole discretion and flights may include stopovers and/or connections); double occupancy hotel accommodations for two (2) nights (room and room tax only); roundtrip transportation from Event city airport/hotel and hotel/Concert; and two (2) tickets to the Concert selected at time of Entry. Total ARV of all prizes: \$4,000.00. All meals, ground transportation, taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are winner's sole responsibility. In the event the winner resides within one hundred and fifty (150) miles of the Event venue, ground transportation to/from winner's home and venue location will be provided in lieu of air transportation. Event tickets are not for resale. Selection of Event seats are at the Sponsor's sole discretion.

No substitution of prize offered, no transfer of any prize to a third party is permitted and prize may not be redeemed for cash value, except by Sponsor, who reserve the right in its sole discretion to substitute prize for a prize of comparable or greater value. All fees, federal, state, local or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of winner. Taxes are the responsibility of winner. An IRS form 1099 will be filed in the name of winner.

Winner and guest must travel on same itinerary and dates determined by the Sponsor or forfeit all rights to prize. Certain restrictions may apply. Airfare, hotel and other accommodations are subject to availability. Arrangements for the fulfillment of prize will be made by Sponsor and/or its designated agent. The winner acknowledges that the Event is beyond the control of the Sponsor and is subject to being rescheduled, modified or cancelled. If the Event is postponed, canceled or have occurred, no compensation or substitution will be provided, and the Sponsor shall have no further obligation to winner other than to supply the remaining portion of prize. Should this be the case, trip must be taken within twelve (12) months from the date of prize notification. If for any reason whatsoever, winner is unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Prize is forfeited prior to Sponsor finalizing and paying for all portions of the Prize, and sufficient time exists to select an alternate winner, the Prize will be awarded to an alternate winner from all non-winning eligible entries. Winner and guest must be 18+ and comply with any security procedures or measures imposed by the Event's personnel and/or its representative(s). Sponsor and/or Event's personnel/representative(s) reserve the right in their sole discretion to suspend or cancel the winner's and/or guest's attendance at Event due to non-

compliance with any security procedure or inappropriate behavior or misconduct. Winner and guest are responsible for obtaining proper documentation (i.e., valid photo ID), prior to travel. Guest must meet the age of majority within his/her jurisdiction and will be required to complete and return a Liability/Publicity Release prior to travel.

WINNER SELECTION: Winner will be selected in a random drawing of all eligible Entries received within two (2) business days from the Entry Period deadline date. The random drawing will be conducted by the Sponsor or its agent of choice, whose decisions are final and binding.

WINNER NOTIFICATION: An email prize notification will be sent to potential winner ("winner") within seventy-two (72) hours after the random drawing is conducted. Winner must also be able to receive calls from an unlisted/blocked number (or have access to) an Internet connection to receive emails from the Sponsor and/or its designated agent. The contact information provided at time of Entry will be used to notify the winner. Winner will be required to respond to the prize notification within twenty four (24) hours of notification deployment in order to receive any required documents, including (if applicable) an Affidavit of Eligibility/Grant of Rights and Liability/Publicity Release ("Affidavit") which must be signed and returned to Sponsor or its designated agent within forty-eight (48) hours or less from the time the prize notification is deployed. If an Affidavit and/or any other required document is not returned within the specified time period, or if an Affidavit or prize notification is returned as undeliverable, or if the winner is otherwise found to be ineligible, or if a winner cannot accept or receive the prize for any reason, then the winner will automatically forfeit the prize and, at the Sponsor's sole discretion and time permitting, an alternate winner may be determined. Should a winner be found to make any false statement(s) or not in compliance with these Rules, that winner will be disqualified.

The Sponsor reserves the right to investigate a winner to determine if s/he has been truthful, and to disqualify him or her if the Rules requirements were not met. If any prize notification document or prize is returned as undeliverable or if a prize is forfeited, or if any required document is not completed and returned within stated deadline, or if a selected winner cannot accept or receive the prize for any reason, or if he/she is not in compliance with these Rules, the corresponding prize may or may not be awarded to an alternate winner at Sponsor's sole discretion. A prize may also be forfeited if winner is not reachable at address or phone number provided at time of entry, or a forwarding address is not made available or any non-compliance with the Rules.

PUBLICITY: Except where prohibited by law, entry and acceptance of a prize constitutes permission for Sponsor and its agents to use winner's name, prize won, story, hometown, likeness, photograph(s), and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Furthermore, the Sponsor and/or its agents may film, record and/or take photographs of each winner (and guest) before/during/after the Concert, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or its promotion partners/agents and their respective products and services. No additional compensation will be provided to a First Prize winner (or guest) for any resulting footage.

RELEASE OF LIABILITY: By submitting your Entry, you agree to accept these Official Rules and agree to be bound by the decisions of the Sponsor, and on behalf of your respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have

or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any Prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of prizes. In the event the Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, or otherwise, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court, or other cause, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes.

In the event of a dispute as to the ownership of any Entry, the authorized holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized email account holder. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged, incomplete, garbled, invalid or illegible Entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes, or (iv) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes. By participating in the Sweepstakes, entrants (i) agree to be bound by these Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Artist and/or its management team, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Rules; and terminate the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to determine the winners from among all eligible Entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW: This Sweepstakes is governed by the laws of the United States and the State of California applicable to contracts made and performed in the State of California, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, exclusively before a court located in Los Angeles, CA having jurisdiction and entrants irrevocably consent to the Jurisdiction of the courts located in Los Angeles, CA; and (2) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SPONSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SWEEPSTAKES, WHETHER IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE STATED ARV OF THE PRIZES OFFERED HEREUNDER. In the event any provision of these Rules will be held to be unenforceable, these Rules will continue in full force and effect without such provision. These Rules are intended to be the complete, final and exclusive statement of the terms of the agreement between each entrant and the Sponsor relating to the subject matter hereof. You agree that

the releases in these Rules are intended to apply to all claims whether or not known or suspected to exist with the intent of waiving the effect of California Civil Code Section 1542 and other laws requiring the intent to release future unknown claims. You represent and warrant that you are familiar with Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

With full awareness of and understanding of this provision, you hereby waive and voluntarily relinquish any right or benefit you may have under Section 1542 of the California Civil Code, and any similar provision of statutory or non-statutory law of any other jurisdiction, to the fullest extent that you may lawfully waive all such rights and benefits pertaining the subject matter of these Rules.

WINNERS LIST: For the list of winners (available after 2/10/20) send a stamped, self-addressed envelope (postage not required for Vermont residents) by 1/31/20 to: The Tour De California Sweepstakes featuring The Struts, winners, c/o Interscope Records, 2220 Colorado Ave., Santa Monica, CA 90404.

DATA COLLECTION: Sponsor will be collecting personal data about entrants online, in accordance with the privacy policy located at: <http://privacypolicy.umusic.com/>. By participating in the Sweepstakes, entrants hereby agree to Sponsor’s collection and usage of their personal information in the administration of the Sweepstakes and acknowledge that they have read and accepted Sponsor’s privacy policy.