

# The 2015 GRAMMY® Nominees Album Flyaway Sweepstakes

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**The 2015 GRAMMY® Nominees Album Flyaway Sweepstakes (the "Sweepstakes") begins at 12:00:00 AM Eastern Time ("ET") on December 5, 2014 and ends at 11:59:59 PM ET on January 19, 2015 (the "Sweepstakes Entry Period").**

**SPONSOR:** Sony Music Entertainment, 550 Madison Avenue, New York, NY 10022.

**ELIGIBILITY:** Sweepstakes is open to legal residents of the 50 United States or the District of Columbia, who are the age of majority in the states in which they reside or older as of December 5, 2014. The Sweepstakes and any web site pages and advertisements relating thereto, are intended for viewing within the 50 United States only. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these Official Rules or entry forms to its members. All persons, by participating in this Sweepstakes agree to be bound by these Official Rules, and the decisions of the Sponsor and independent judging organization shall be final and binding. Employees of the Sponsor, The Recording Academy, their respective parent companies, artists, affiliates, subsidiaries, agents, advertising and promotions agencies, crew members, and any other individual or company involved in the development or execution of the Sweepstakes ("Released Parties") and their immediate families (parents, siblings, children and their respective spouses) and same households of each, whether or not related are not eligible to enter or win. Void where prohibited by law.

**HOW TO ENTER:** Visit [grammy.com/2015grammyalbum](http://grammy.com/2015grammyalbum) or [cbs.com](http://cbs.com) (each referred to herein as the "Website") during the Sweepstakes Entry Period and follow all onscreen instructions to complete and submit the entry form. All entries must be received by 11:59:59 PM ET on January 19, 2015. Entrants subject to all notices posted online including but not limited to Sponsor's privacy policy. Limit: One (1) entry per person for the duration of the Sweepstakes Entry Period. All subsequent attempts to enter (regardless if entrant has more than more email addresses) will be disqualified. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Released Parties are not responsible for lost, late, damaged, illegible, garbled, inaccurate, misdirected, undelivered, delayed, or incomplete entries. Entry materials/data that have been tampered with or altered, or mass entries or

entries generated by a script, macro or use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. All entries and requests become the Sponsor's property and will not be returned or acknowledged. Neither the Sponsor nor the independent judging organization assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Sweepstakes.

**PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): One (1) Grand Prize:** A trip for the winner and one (1) guest to attend the 57th GRAMMY® Awards ("Event") scheduled to take place in Los Angeles, CA in February 2015 (ARV: \$4,000.00). **Twenty (20) Second Place Prizes:** Each winner will receive a T-shirt (ARV: T-shirt prize is a promotional item and has no retail value). ARV of all prizes: \$4,000.00. If actual value of any prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded in cash or merchandise.

Grand Prize consists of: round trip coach airfare between a major commercial airport nearest to Grand Prize winner's primary residence (or ground transportation, if Grand Prize winner resides within 150 mile radius of Event city, to be determined by Sponsor in its sole discretion) and Los Angeles, CA; double occupancy hotel accommodations for two (2) nights (room and room tax only) in or around Los Angeles, CA, and two (2) Bronze tickets to Event. Selection of Event seats are at the Sponsor's sole discretion. Event tickets are not for resale. Date and location of Event will be provided to winner at time of winner verification. All meals, ground transportation, taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the Grand Prize winner's sole responsibility. Travel, hotel and other accommodations are subject to availability. Certain restrictions may apply. Grand Prize winner and his/her guest must travel together on the same itinerary including same departure and return dates, and must also comply with any security procedure or measures imposed by the Sponsor, and/or Event coordinator(s)/representatives who reserve the right in their sole discretion to suspend or cancel Grand Prize winner's participation and/or the participation of his/her guest due to non-compliance with any security procedure or inappropriate behavior or misconduct. If Event is postponed, canceled, or has occurred, no compensation or substitution will be provided and the Sponsor shall have no further obligation to Grand Prize winner other than to supply a trip to Event city minus the unused portion of the Grand 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, Grand Prize winner is unable to travel after all arrangements have been made and paid, the Sponsor shall have no further obligation to the Grand Prize winner. Grand Prize winner and guest are responsible for obtaining proper documentation (i.e., valid photo ID), prior to travel and guest must meet the age of majority within his/her jurisdiction and will be required to execute and return a Liability/Publicity

285275.1

Release prior to travel.

No substitution or transfer of any prize (or portion of prize) to a third party is permitted. Prizes may not be redeemed for cash value or exchanged for another prize, except by Sponsor, who reserves the right in its sole discretion to substitute any prize for another 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 winners' sole responsibility. A 1099 IRS form will be filed in the name of the Grand Prize winner. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent.

**ODDS:** Odds of winning depend on number of eligible entries received during the Sweepstakes Entry Period.

**WINNER SELECTION & NOTIFICATION:** Potential Grand Prize and T-shirt winners will be selected in a random drawing from all eligible entries received during the Sweepstakes Entry Period. Random drawing will be conducted on or about January 22, 2015<sup>15</sup> by an independent judging organization ("Judges") whose decisions are final. Potential winners may be notified by mail, email and/or phone and may be required to complete and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents ("Prize Notification Documents") which may be required by Sponsor, all of which must be received fully-executed within five (5) days of date printed on notification or he/she may be disqualified. If a winner is less than the age of majority in his or her state of residence, all required documents must be signed by the winner's parent/legal guardian on his/her behalf. Prepaid overnight mailing envelope will be provided (if needed). In the event it is determined a winner has not complied with these Official Rules, or has failed to execute and return any required document within the specified time period, and/or has made false statements or a prize notification is returned as undeliverable, or cannot accept or receive prize, then such winner will be disqualified and an alternate winner may be determined from all eligible entries received during the Sweepstakes Entry Period. Except where prohibited by law, entry and acceptance of a prize constitutes permission for Sponsor and its agent(s) to use each winner's name, prize won, hometown, likeness, video tape, photographs, 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, Sponsor and/or its designated agent(s) may film, record and/or take photographs before/during/after the Event, 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 Grand Prize winner and his or guest for any resulting footage.

**RELEASES:** Participating entrants agree to these Official Rules and the decisions of the Judges and the Sponsor, and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of any prize awarded herein; or 2) participation in the Sweepstakes or any prize related activities, including but not limited to traveling to/from any prize related activity. Sponsor is not responsible if Sweepstakes cannot take place or if Grand Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Each winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize. Released Parties assume no liability or responsibility in connection with the safety of a prize awarded hereunder nor in connection with any warranty or representation therewith.

The Sponsor is not responsible for: (i) 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 Website or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you: (i) agree to be bound by these Official Rules, including all eligibility requirements; and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, 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. The Sponsor reserves the right in its sole discretion to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw and/or cancel the Sweepstakes if it becomes technically corrupted such that, in Sponsor's sole determination, it cannot be conducted as originally planned (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes) and to select winners from among all eligible entries received prior to withdrawal or cancelation.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY

285275.1

SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**ARBITRATION AND CHOICE OF LAW:** Except where prohibited by law, as a condition of participating in this Sweepstakes, each entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

**CONFIDENTIALITY AND PRIVACY POLICY:** By entering this Sweepstakes, any personal information you provide to Sponsor will be subject to Sponsor's privacy policy located at: <http://www.sonymusic.com/privacy-policy/>.

**WINNERS LIST:** For a list of winners (available after February 28, 2015), send a self-addressed, stamped envelope for receipt by March 24, 2015 to: 2015 GRAMMY® Nominees Album Flyaway Sweepstakes Winners, c/o Ventura Associates, 60 E. 42nd Street, Suite 650, Dept.: DE, New York, NY 10165.

© 2014 Ventura Associates International LLC