

OFFICIAL SWEEPSTAKES RULES: WIN JIM JAMES' GUITAR
Contest rules and regulations

BY ENTERING THIS SWEEPSTAKES YOU AGREE TO THESE RULES AND REGULATIONS

- 1. Introduction.** One winner, chosen a random will receive Jim James' Cobalt Fade SG Standard HP Gibson Guitar.
- 2. Timing.** The Contest will begin on May 1st, 2019 and run until November 5th, 2019 and winners will be notified via phone call, e-mail or text message.
- 3. Eligibility.** The contest is open only to legal residents of the fifty (50) United States (including the District of Columbia), and to those residents eighteen (18) years of age or older. Only one entry is permitted per person. If a person enters more than once, his or her additional entries will be eliminated. Void where prohibited. Employees, officers and directors of HeadCount, Inc, Jim James, or Red Light Management, and their respective subsidiaries, and agents, as well as the immediate family (defined as spouse, parents, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible. By participating, entrant agrees to abide by these Official Rules and the decisions of Head Count, Inc, which are final and binding in all respects. HeadCount Volunteers are eligible.
- 4. How to Enter.** Contestants will enter by either texting "VOTER JIM JAMES" to 40649 and then signing up on the appropriate form on HeadCount.org/JimJames or by landing on the HeadCount.org/JimJames page any other way and signing up on the appropriate form.

Contest entrants acknowledge the privacy policies the administrator, located at www.HeadCount.org, and agree to join the administrator's email list and SMS list, and receive "TurboVote" election alerts from administrator's affiliate Democracy Works. Personal information of entrants will never be sold or shared with any other third party unless entrant chooses to complete a voter registration application in the course of entering contest. Should entrant register to vote, their information will be shared, as noted on the user interface, with the individual state election board in entrants' home state, and also be added to databases of registered voters used exclusively for non-profit and the purpose of encouraging voter turnout.

All participating contestants submitting an entry agree to the contest rules outlined within this page. Your entry into this contest is subject to the Contest Rules, the following Terms & Conditions, and any other terms, conditions or guidelines set out elsewhere in this site, as it may be updated from time to time, as well as all applicable laws, rules, statutes, ordinances, and/or regulations ("Applicable Laws"), including but not limited to any and all laws regarding intellectual property, trademarks, copyrights, rights of privacy and publicity, pornography, and defamation.

All entrants, by submission of their survey to the contest, are deemed to have represented, warranted, and covenanted that their entries comply with any and all Applicable Laws, including without limitation United States and international copyright laws and all laws respecting intellectual property. A signed statement from the entrant averring that the entry complies with all Applicable Laws will be required before any prizes can be awarded. ENTRANTS AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS HEAD COUNT, INC., RED LIGHT MANAGEMENT AND THEIR RESPECTIVE AGENTS AND DIRECTORS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES, FINES, AND PENALTIES OF ANY KIND WHATSOEVER, RESULTING FROM ANY FINDING THAT A SUBMITTED PHOTO VIOLATES ANY APPLICABLE LAWS.

- 5. Prize.** The prize is a Gibson Cobalt Fade SG Standard HP 2018 personally gifted by Jim James.

The prize is neither transferable nor redeemable in cash and it must be accepted as awarded. No substitutions will be available. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules. Prizes may not be transferred or assigned except to a surviving spouse living in the same household. 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. Prize cannot be used in conjunction with any other promotion or offer. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Sweepstakes 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 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. Prizes are not transferable, redeemable for cash or exchangeable for any other prize.

6. Judging. The Prizes will be awarded via a random drawing administered electronically at the offices of HeadCount - 104 West 29th Street, NY, NY, 10001 . Winners must reply to a selection email or text within forty-eight (48) hours or will forfeit their right to a prize.

If, in the Administrator's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, and/or the Sweepstakes is not capable of being conducted as described in these Official Rules, Sweepstakes Entities shall have the right, at their sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this Sweepstakes, and conduct a random drawing to select the prize winners from all non-suspect entries received prior to action taken, or as otherwise deemed fair and appropriate by Sweepstakes Entities. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law.

Odds of winning a prize depend on the number of eligible entries received. Potential winners will be notified by email or phone and must meet all eligibility requirements.

7. Copyright Notice. It is illegal to copy, reproduce or distribute copyrighted information or materials (including photographs) without the consent of the owner of such copyright. Generally, the photographer is the owner of the copyright of a photograph or image. Unless otherwise clearly indicated, you should assume that anything and everything you see or read on this site is copyrighted and may not be used or copied by you except as explicitly provided in this site, or by applicable law or otherwise without the express prior written consent of HeadCount, Inc, and the copyright owner. This prohibition means you may not transmit, mirror, modify or re-distribute any images or text from this site without the express prior written permission of HeadCount Inc. and the copyright owner. You may download and print images and text from this site only for your private, non-commercial use and not for distribution either electronically or in hard copy. Any other use requires the prior written consent of HeadCount, Inc. and the copyright owner.

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PUBLICITY, PRIVACY & PRIZE NOTIFICATION: Except where prohibited by law or regulation, by submitting an entry, entrant grants the Administrator a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, and likeness in connection with the promotion of this and other Sweepstakes, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for the Administrator's use thereof, unless prohibited by law. Entry into this Sweepstakes may require entrant to enter its email address and certain other personal information. Entrants are informed that the personal data collection in connection with this Sweepstakes will be collected by Administrator's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. You may withdraw your personal data upon request; however, you will be disqualified as an entrant in this Sweepstakes if you withdraw your personal data prior to the determination of the winner(s) and fulfillment of the prize(s). Entrants agree that the Administrator may disclose to third parties all personal information obtained from entrants and use such information for marketing and other purposes. Winners may be required to complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within three (3) days of issuance of prize notification. If these documents are not returned properly executed, or are returned to Administrator as undeliverable, or if any given prize winner does not otherwise comply with the Officials Rules, the prize will be forfeited and awarded to an alternate winner.

GENERAL CONDITIONS/RELEASE: The Sweepstakes is void where prohibited by law and is governed by the laws of the United States of America. The submission of an entry is solely the responsibility of the entrant. Only eligible entries actually received during the specified Sweepstakes entry period, will be included in the prize drawing. Any automated receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by Administrator of an entry for purposes of these Official Rules. By participating, entrants (a) release Sweepstakes Entities, 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 caused by participation in the Sweepstakes, 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 said 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. Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer or television related to or resulting from participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY

WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Sweepstakes Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of and/or Sweepstakes Entities, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sweepstakes Entities reserve the right at their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, the determination of the winners will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Sweepstakes Entities determine in their sole discretion. Entries not complying with all rules are subject to disqualification. .

DISPUTES AND JURISDICTION: Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a Court of the city of New York.

Taxes: Any valuation of prize(s) stated above is based on available information 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 related to the prize(s) and paying any expenses associated with any prize that are not specifically provided for in the Official Rules. Each winner must provide HeadCount, Jim James, Red Light Management with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. The Grand Prize Winner may receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

OFFICIAL RULES: For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to HeadCount "Win Jim James' Guitar" Sweepstakes Rules, 104 W. 29th Street, 11th Floor, New York, NY 10001, Attention: Digital Marketing Department. Sweepstakes entrants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever.

WINNER'S LIST: A winner's list is available only within sixty (60) days after the close of the Sweepstakes. Mail request to HeadCount "Win Jim James' Guitar" Sweepstakes Winners List, 104 W. 29th Street, 11th Floor, New York, NY 10001, Attention: Digital Marketing Department. In order to obtain a winner's list, where permitted by law, send your written request and a self-addressed, stamped envelope (residents of VT and WA may omit return postage).

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