

OFFICIAL RULES OF THE DESTINATION OKEECHOBEE PERFORM IN PARADISE CONTEST

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

This Contest 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 Contest Entities, and not to, Facebook, Twitter, Instagram or other social network or platform.

ELIGIBILITY

The Destination Okeechobee Perform In Paradise Contest ("Contest") is open only to natural persons who are legal residents of the state of Florida who have a valid social security number, who are at least eighteen (18) years of age at the time of entry, who have a valid Soundcloud or Spotify account, who will be available to perform at the market showcase selected at time of entry (and as set forth below) and who will be in the Okeechobee, FL area March 5 through March 8, 2020 and available to perform at Okeechobee Music and Arts Festival in Sunshine Grove if selected as a winning band. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Contest may only be entered from and in eligible jurisdictions. Contest Entities, prize providers, and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible to participate or win any prize. 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. All potential winners are subject to verification before any prize will be awarded. By participating in the Contest, entrant fully and unconditionally agrees and accepts these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

SPONSOR

The Sponsor of the Contest is Okeechobee Experience, LLC ("Sponsor").

ADMINISTRATOR

The Administrator of the Contest is Okeechobee Experience, LLC, 9441 W Olympic Blvd, Beverly Hills, California 90212 ("Administrator").

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

CONTEST PERIOD

Administrator's computer is the official time keeping device of the Contest.

The Submission Period begins at 12:00 PM Eastern Time ("ET") on December 11, 2019 and ends at 11:59 PM ET on December 27, 2019.

The Round One Judging Period begins at 12:00 AM ET on December 28, 2019 and ends at 11:59 PM ET on January 2, 2020 ("Round One").

The Round Two Judging Period will take place at the showcase events tentatively scheduled to take place during period between January 20, 2020 and February 17, 2020, subject to change ("Round Two"). Judging will take place during each of the events in accordance with the criteria outlined below. Tentative Florida showcase event locations are as follows, subject to change:

- Gainesville at Signal
- Tallahassee at Potbelly's
- Orlando at Celine
- Miami at Ground
- Tampa at Jannus Live

NOTE: In the event a showcase date is cancelled and cannot be rescheduled, the Round Two winner for the cancelled date(s) will be determined by a panel of judges using the same criteria applied in Round One.

HOW TO ENTER

There is one (1) way to enter:

Via Internet

Visit the Contest entry page located at <https://a.pgtb.me/fpLX2R> and complete the entry form to include selecting the one showcase market you wish to perform if selected as a Finalist, providing your Band's information, and providing the Soundcloud or Spotify link to your Band's video or audio recording of the one (1) song ("Song") you wish to submit as your entry for the judges. Song shall include may not exceed three (3) minutes. Judges will apply the criteria to the first three minutes only if Song exceeds three (3) minutes. Song must be submitted via Soundcloud or Spotify link. Band Contact shall be a member of Band and must be the registered subscriber of the email account provided in the Contest entry Submission form. Bands must be able to perform at the showcase event selected at the time of entry if selected as a winning band.

If you do not have Soundcloud or Spotify account, visit www.soundcloud.com and/or www.spotify.com to register for free. Registration for and use of the Soundcloud and Spotify platforms are subject to their respective terms and conditions, and Promotion Entities have no responsibility with respect to such registration or use of the platforms. Promotion Entities are not responsible for the functionality of the Platforms, including changes that may interfere with the Promotion or the ability of a potential entrant to participate in the Promotion.

Each Band is eligible to submit up to one (1) Contest entry during the Contest 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 you 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 your entries and you may be disqualified. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry service) to enter is prohibited and will void all of your entries. 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. Contest Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. All entries become the property of the Administrator and none will be acknowledged or returned.

Contest Entities shall have the right to immediately remove and/or disqualify any and all Submissions that violate these rules, in the sole direction of the Contest Entities. As conditions of entry into this Contest, and submitting a Submission, you warrant and represent that:

1. you own or have permission to use the Submission. You grant the Contest Entities a perpetual and unlimited right to use, exploit, modify, and otherwise distribute the photo and your name, location, likeness & statements accompanying the Submission to promote the Released Parties without any compensation to you. Released Parties are not obligated to use, publish, display or broadcast any Submission.
2. you have the consent of each and every identifiable individual person in your Submission. In the event you cannot provide all required consents, Contest Entities reserve the right, in their sole discretion, to disqualify your entry or to seek to secure the consents.
3. your Submission does not contain any unlicensed images or music.
4. you will conduct yourself with due regard to public conventions and morals, and shall not do or commit any act that might prejudice the Contest Entities during any portion of the Contest Period.

You agree that Submissions shall not contain, include or involve any of the following:

- is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights
- could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes

the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), or characterizes violence as acceptable, glamorous or desirable

- harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability
- could be considered inappropriate, unsuitable or offensive, as determined by Contest Entities in their sole discretion

PRIZES

Six (6) Prizes consisting of a thirty (30) minute performance slot at Okeechobee Music and Arts Festival at Sunshine Grove in Okeechobee, FL scheduled to take place on March 5 through March 8, 2020. Stage, performance date and time slot to be determined at Contest Entities sole discretion. Each band member will receive an artist credential, not to exceed eight (8). Each Band will receive one (1) camping spot and parking for one (1) automobile per four Band members, not to exceed two (2) spots/parking. Band members must abide by all festival and venue policies.

Backline, camping gear, power/electricity, additional parking, travel and hotel accommodations are not included and are the sole responsibility of winner. Contest Entities reserve the right to not award any prize to, or to revoke full or partial prize from, any band/band member who Contest 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 Contest Entities into disrepute. The prize is non-transferable and resale of tickets is prohibited. Approximate Retail Value of each Prize is: Three Hundred Dollars (\$300).

Odds of winning the prize depends on the number of eligible entries received during the Contest Period. There will be only one prize per winner. Lost or stolen prizes will not be replaced. The prize does not include any other item or expense not specifically described in these Official Rules, and any such additional items or 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. Winner agrees to accept the prize "as is", and entrants hereby acknowledge that Contest 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. The valuation of any prize stated is based on available information provided to Administrator. 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 W9 form 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 WINNERS

Administrator will select one (1) potential Round One winner, and a minimum of five (5) and a maximum of seven (7) potential finalists for each of the five (5) showcase events as described above, from all eligible entries on or around January 2, 2020. Potential Round One winner and the potential finalists will be notified on or about January 3, 2020. Eligible entries received during the Submission Period will be judged as set forth below.

During Round One, each eligible Song will be judged on the basis of the following criteria as applied to the Song: 30% originality, 30% musicianship, and 30% professional sound, and the Band's online presence: 10% quality of content and fan engagement. The Band with the highest overall score will automatically receive a performance slot at Okeechobee Festival. A minimum of five (5) and a maximum of seven (7) Bands from each of the five (5) participating showcase markets (each a "Market") will be selected from the Round One Judging Period to advance to Round Two. The Bands advancing to Round Two shall be the five (5) to seven (7) Bands ("Finalists") in each Market that receive the five (5) to seven (7) highest overall scores from all remaining eligible entries, as determined by judge(s). During Round Two, the Finalists will perform at their Market showcase and will be judged on a ten (10) point scale for each of the following criteria: Musicianship, Stage Presence, Originality, and Audience response.

The one (1) Band at each showcase event in Round Two that receives the highest overall score from among the Finalist Bands performing will be deemed to be one (1) of the winners. 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. In the event of a tie, Administrator will add and average the scores from the Round One Judging Period and the Final Showcase Judging Period to determine winning Band. 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 or illegal means.

All potential finalists, or 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, phone, or direct message to the social account, as applicable. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release and a valid W9 form, which must be received by Administrator within twenty-four (24) hours of the date notice or attempted notice is sent, in order to claim a prize (if applicable). If a potential winner of any prize cannot be contacted, fails to sign and return the required affidavit and tax documents within the required time period (if applicable), declines the prize or prize is returned as undeliverable, the potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator in its own discretion, and if time permits, may select the Band with the next highest overall score as an alternate potential winner. All alternate potential winners are subject to all requirements set forth in these Official Rules. If an alternate winner declines the prize or is disqualified, the prize will not be awarded.

Potential finalists and winners are restricted from any communication (e.g., announcing, telling any other person, or posting online via website, blog or any social media platform) stating that they have been contacted or are a potential finalist, or winner until Administrator has fully verified eligibility and Administrator has notified potential finalist, or winner that he or she has been approved to communicate finalist or winner status.

If, for any reason, your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to submit another Contest entry, if possible. If the Contest, or any part of it, is discontinued for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, or programming errors or any other reasons cause more than the stated number of prizes as set forth herein 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, un-awarded, eligible prize claims.

PUBLICITY

Except where prohibited, participation in the Contest constitutes your consent for Contest Entities to use your name, social media identity, likeness, voice, opinions, hometown and state for promotional purposes 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: <http://bit.ly/LNprivacy>. Your participation in this Contest constitutes consent for Contest Entities to use your personal information solely for the purpose of administering the Contest and awarding the prizes, unless you have opted to receive e-mail communications from Contest Entities.

ERRORS AND UNAUTHORIZED ACTIVITIES

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, Administrator

may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Contest and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE

Except where prohibited, by participating in the Contest, you agree to release Contest Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees (collectively "Released Parties"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Contest, including without limitation (a) the unauthorized or illegal access to personally identifiable or sensitive information; (b) acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; (c) 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 Contest; (d) technical and/or communications malfunctions, errors or failures of any kind; (e) unauthorized human intervention in any part of the Contest; (f) technical or human error which may occur in the administration of the Contest or the processing of entries; (g) 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 Contest or receipt or use or misuse of any prize; (h) if Administrator must cancel or terminate the Contest for any reason; or (i) if any prize cannot be awarded due to circumstances beyond Contest Entities' control. You agree that in any cause of action, the Released Parties' liability shall be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorneys' fees or other legal costs.

You acknowledge that the Released 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 Contest, you agree that: a) any and all disputes, claims and causes of action arising out of or in connection with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of JAMS, then effective. See Administrator's Terms of Use (<http://bit.ly/LNETerms>) for more information on arbitration requirements; You further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. Contest Entities reserve the right to modify prize award procedures. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Contest and these Official Rules, or the rights and obligations of you and Contest Entities, 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 with a value greater than \$25, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Contest, to The Destination Okeechobee Perform In Paradise Contest WINNERS LIST, Okeechobee Experience, LLC c/o Insomniac, 9441 W Olympic Blvd, Beverly Hills, California 90212.

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