

## GRATEFUL DEAD/DEAD AND COMPANY SWEEPSTAKES

### OFFICIAL RULES

**Important: Please read these Official Rules before entering this promotion (the “Promotion”). By participating in the Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.***

1. **Eligibility. PURCHASE WILL NOT INCREASE ODDS OF WINNING. PROMOTION VOID WHERE PROHIBITED.** PROMOTION OPEN ONLY TO RESIDENTS OF THE UNITED STATES, AND DISTRICT OF COLUMBIA (EXCLUDING RHODE ISLAND) WHO ARE AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW) AS OF Thursday, April 9, 2017. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND AC JV, LLC (“SPONSOR”) RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below. Directors, officers and employees of Sponsor, Rhino Records, Dead & Company, ROAR, and any of their respective parent companies, affiliate companies (including Regal Entertainment Group, Cinemark USA, Inc., AMC Entertainment Inc., or any other affiliated theatres), subsidiaries, agents (collectively “Promotion Group”), and the immediate families and those persons living in the same household are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply.
2. **Disclaimer.** Sponsor, Facebook Inc, and all participating sponsors, Rhino Records, Dead & Company, ROAR, and any of their respective parent companies, subsidiaries, affiliates (including Regal Entertainment Group, Cinemark USA, Inc., AMC Entertainment Inc., or any other affiliated theatres), directors, officers, professional advisors, employees and agencies (collectively, the “Released Parties”) will not be responsible for: (a) any late, lost, misrouted, incomplete, illegible, garbled, distorted, delayed, destroyed, stolen, or damaged transmissions or entries or other errors of any kind; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.
3. **Promotion Period:** The Promotion period is from 12:00pm (*all times Pacific Time*) on April 9, 2017 to 11:00pm on April 21, 2017 (the “Promotion Period”). All entries must be received during the Promotion Period (except as otherwise expressly permitted under Section 7 below for mail-in entries) and meet the other requirements in these Official Rules to be eligible to potentially win a prize.
4. **Prizes:** One (1) pair of tickets to the Dead and Company show in the following markets. Total ARV of prize: \$150 each or \$300/pair
  - Las Vegas, NV
  - Phoenix, AZ
  - Los Angeles, CA
  - Mountain View, CA
  - Salt Lake City, UT
  - Boulder, CO
  - Atlanta, GA
  - Burgettstown, PA
  - Boston, MA
  - Saratoga Springs, NY
  - Bristow, VA
  - New York, NY
  - Camden, NJ
  - Cuyahoga Falls, OH
  - Chicago, IL
5. Prizes are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value in its sole discretion. Prizes are not transferable (including to relatives or friends) or redeemable for cash. All prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied or express warranty of merchantability or fitness for a particular purpose) and acceptance of prizes shall constitute agreement by the winner to look solely to the manufacturer or other purveyor of the prize and the warranty provided by it, if any, should any defects in the prize exist or arise. Any difference between stated approximate retail value and actual value of Prize will not be awarded. Prize winner may be required to provide appropriate tax documentation sufficient to receive an IRS 1099 form at the end of the calendar year and may be required to sign for receipt and acceptance of the prize. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. PRIZE WINNINGS WILL BE REPORTED TO IRS WHEN APPROPRIATE.**
6. **Odds:** Odds of winning a prize depend on the number of eligible entries received. The prize will be awarded. Limit one winner per household or address.
7. **Identity of Entrant.** In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the

submitted e-mail address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

8. **How to Enter:**

Online Entry Method: To enter online, entrants will be invited to take the following steps during the Promotion Period:

- o **Step 1:** Visit **TBC Link**
- o **Step 2:** Fill out the registration form with First/Last name, DOB, mailing address, email address, phone number and preferred "Tour Spot";
- o **Step 3:** Submit the registration form and share the sweepstakes to receive more entries (participants will receive a specific link to use).

If any entrant is found to have used multiple or different accounts, or other applicable accounts to enter the Promotion, such entrant will be disqualified. Persons who tamper with or abuse any aspect of this Promotion, as solely determined by Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such entries affected by such methods, and disqualify any entrant using such methods.

Offline Entry Method: To enter for a chance to win without taking the above-referenced steps, clearly hand-print your full name, mailing address, and e-mail address on a 3"x5" card, and mail that card in a hand-addressed envelope to Fathom Events, Attn: Grateful Dead SWEEPSTAKES at 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111. Mailed entries must be postmarked by the last day of the Promotion Period and received no later than three (3) days after that date to be eligible to win.

For All Entry Methods: LIMIT ONE (1) ENTRY PER PERSON. All requested information must be provided for your entry to be valid. All entries must be in English. Receipt of entry occurs when Sponsors servers records your submitted entry form or Sponsor receives your offline entry card. Proof of sending (such as an automated computer receipt confirming the delivery of mobile text, a "thanks for entering" message or post office receipt) does not constitute proof of actual receipt by Sponsor. Entries become the exclusive property of Sponsor and will not be acknowledged or returned. All entrants and entries are subject to verification by Sponsor. By entering the Promotion, you consent to possibly being placed on a mailing list for promotional and other purposes. Neither Sponsor nor its Promotion Group or promotional partners shall be responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, networks, servers or providers, web sites, cell phone text messaging availability, computer equipment, software, failure of e-mail, or on account of technical problems, traffic congestion on the internet, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Sponsor reserves the right to terminate, modify or suspend the Promotion in the event of technical difficulty, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, and select the winner from among all eligible entries received from the unaffected portion of the Promotion prior to and/or after the action taken by Sponsor (if any, as appropriate) or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the letter and spirit of these Official Rules. Neither Sponsor nor its Promotion Group or promotional partners shall be responsible for injury, damage, tampering, or hacking to participant's or to any other person's computer, on-line accounts or cellular phone related to or resulting from participating in this Promotion.

- 9. **Winner Selection.** One (1) winner will be chosen for each "Tour Stop" location. Fifteen (15) winners will be chosen in total.
- 10. **Promotion Rules:** The winners will be chosen at random at the offices of Sponsor beginning on Monday April 24, 2017. The potential winners will be notified by email by Friday, April 29, 2017. The prize may, in Sponsor's sole discretion, be forfeited and awarded to an alternate winner if the prize is returned as undeliverable or otherwise not claimed within seven (7) days after delivery of notification, or, alternatively, if three (3) attempts to contact winner with the prize notification are not successful. To claim the prize, the potential winner must follow the instructions contained in his/her notification, including by taking any winner verification steps required by Sponsor. Entries will be void if contact information is not current, accurate or legible.
- 11. **No Facebook or Retailer Endorsement.** This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook Inc., Rhino Records, Dead & Company, Regal Entertainment Group, Cinemark USA, Inc., AMC Entertainment Inc., or any other affiliated theatres.
- 12. **Selection of Prize.** Actual model, color, accessories and features of the prize awarded will be selected by Sponsor in its sole discretion and may vary from photos used in Sponsor and third-party advertising and promotional materials, including without limitation on the Sponsor web site.
- 13. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Promotion constitutes permission to use each winner's name, hometown, likeness, opinions, any statements, voice and/or prize information, without limitation, in connection with the Promotion and for any other advertising, marketing, or promotional purpose(s) without further permission, compensation or remuneration of any kind. As a condition of being awarded any prize, except where prohibited by law, each winner may (in Sponsor's sole discretion) be required to execute a consent to the use of such winner's name, hometown, likeness and/or prize information, without limitation, in connection with the Promotion and for any other advertising, marketing, or promotional purpose(s) without further permission or compensation.

14. **Affidavit & Release.** As a condition of being awarded any prize, each winner may (in Sponsor's sole discretion) be required to execute and deliver to Sponsor within five (5) business days of attempted notification a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion. Failure to do so may disqualify the winner and Sponsor may select an alternate winner.
15. **Winner List; Rules Request.** For a copy of the winner list, send a stamped, self-addressed, business-size envelope after May 1, 2017 to Sponsor at 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111, Attn: Grateful Dead SWEEPSTAKES. Residents of FL may omit return postage. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111, Attn: Grateful Dead SWEEPSTAKES. Residents of VT may omit return postage.
16. **Intellectual Property Notice.** The Promotion and all accompanying materials are copyright © 2017 by AC JV, LLC.
17. **Privacy.** Data collected in the course of entering the Promotion may be shared among and with the Promotion Group and their respective business partners. For a complete description of how this information may be used, including information on how to "opt out" of the disclosure of any personal information, please visit the Sponsor's privacy policy at [www.fathomevents.com/privacy](http://www.fathomevents.com/privacy), or mail your request, including a self-addressed, stamped envelope, to Fathom Events 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111.
18. **Miscellaneous.** The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the state of Colorado, U.S.A. without regard to the conflicts of laws, and principles of any jurisdiction. Venue with respect to any such disputes shall be held in the state and federal courts of the State of Colorado. To the maximum extent permitted by law, you agree and irrevocably consent to personal jurisdiction, subject matter jurisdiction, and venue in the state and federal courts of the State of Colorado. By entering the Promotion, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are binding on all matters pertaining to the Promotion. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Notwithstanding the foregoing, Sponsor reserves the right to amend, modify, or cancel the Promotion at any time without notice. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry in the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Promotion, please send written questions to 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111, Attn: Sweepstakes Questions.
19. **Sponsor:** The Promotion is sponsored by AC JV, LLC, 5990 Greenwood Plaza Blvd. Building 2, Suite 100, Greenwood Village, CO 80111. Facebook Inc., Rhino Records, Dead & Company, Regal Entertainment Group, Cinemark USA, Inc., AMC Entertainment Inc., any other affiliated theatres are not a sponsor of the Promotion and is in no way responsible of the administration of the Promotion, the verification of the winner or the fulfillment of the prize.