

### **Code Orange Giveaway Sweepstakes (“Sweepstakes”) - Official Rules**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. NO PURCHASE WILL IMPROVE YOUR CHANCE OF WINNING.

2. **DEFINITIONS:**

- a. Artist: Code Orange
- b. Event(s): Listed in Section 3(b) below.
- c. Sponsor: Bandsintown
- d. Contest Entities: Sponsor, Artist, Artist’s Management

3. **HOW TO ENTER:**

- a. Enter by visiting Code Orange’s artist page in the Bandsintown app, finding the Sweepstakes event, and RSVP to that event by clicking “I’m Interested” or “I’m Going”
- b. Entry Period: Entries must be submitted on or after 8:00 AM (ET) on October 19 and no later than midnight (ET) on the deadline date listed below for the particular show in question. Only one entry per Bandsintown user account or email address, as applicable, may be submitted.

<b>Concert Date</b>	<b>City, State</b>	<b>Venue</b>	<b>Age Requirement</b>	<b>Deadline</b>
October 31, 2020	N/A	Live Stream	18+	October 23, 2020

- c. This contest is open to all legal residents of the United States, 18 years of age or older at the time of entry, except the employees of Contest Entities and members of their immediate families.

4. **HOW WINNERS ARE SELECTED AND NOTIFIED**

- a. 3 winner(s) will be selected for this contest. Sweepstakes winners at random from all eligible entrants. The odds of winning depend on the number of eligible entries received for each event.
- b. The winners will be notified via email before each show. Return of any prize notification as undeliverable or any other non-response, will result in disqualification and selection of an alternate potential winner.

5. **THE PRIZE:**

- a. (1) live stream code
- b. Approximate Retail Value of each of the Prizes: \$15

6. **ADDITIONAL CONTEST TERMS:**

- a. Decisions of the Contest Entities are final on all matters relating to this giveaway. By entering, entrants agree to the use of their name, biographical information and photograph/likeness for advertising and promotional purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, except where prohibited by law. Upon request, winners will consent to such in writing and may be asked to sign a release form.

- b. Any information collected from Sweepstakes entrants will be used to enter the entrant into the Sweepstakes, and may be provided to Artist and/or Sponsor who may notify the Sweepstakes winners, and may be used in any other manner as may be set forth in these Official Rules or in the Bandsintown [terms of use](#) and [privacy policy](#).
- c. No transfers, substitutions in prizes or cash will be allowed except by Sponsor, who may substitute a prize of equal or greater value. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Contest Entities. If the Event is cancelled for any or no reason, there will be no replacement or substitution.
- d. By entering and/or by accepting a prize, you agree to be bound by these rules and to release Contest Entities, all their affiliates, subsidiaries, advertising and promotions agencies, and each of their respective agents, representatives, officers, directors, shareholders, employees and assigns from any and all liability arising out of your participation in this Sweepstakes or the Event with respect to the awarding, receipt, use and/or misuse of any prize or cancellation of the Event.
- e. Liability for any applicable taxes and any other expenses not specifically provided for by the Sponsor in these Official Rules are the sole responsibility of the winner.
- f. Entries that are lost, late, illegible or incomplete for any reason will not be eligible. Sponsor reserves the right to modify or terminate this Sweepstakes or disqualify any entry for any reason. In the event of early termination, Sponsor will randomly select winners from all eligible entries received at time of termination. In the event of a dispute concerning the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email account is registered or the authorized account holder associated with the email account. This Sweepstakes is subject to federal, state and local laws with venue in New York County in the State of New York, and except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in the State of New York.
- g. By entering you agree to be bound by the Bandsintown terms of use and privacy policy, and you give your express permission to be contacted by Contest Entities by e-mail in the future. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering you acknowledge that you understand that you are providing your information to Bandsintown and not to Facebook. By entering and/or by accepting a prize, you agree to release Facebook from any and all liability arising out of your participation in this Sweepstakes.
- h. If you have any further inquiries about the Sweepstakes or if you do not wish to be contacted for purposes other than prize notification, please follow opt-out instructions provided in any such communication or email [sweeps@bandsintown.com](mailto:sweeps@bandsintown.com) and ask that you be removed.
- i. For a list of Sweepstakes winners, mail a self-addressed, stamped envelope after the Entry Period to Sponsor at the address below. Residents of VT may omit postage.
- j. The Sweepstakes is sponsored and administered by Bandsintown, LLC located at 1216 Broadway, Second Floor, NY, NY 10001.