

OFFICIAL RULES
2017 UPSTREAM MUSIC FEST + SUMMIT SURVEY SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. SWEEPSTAKES IS VOID OUTSIDE THE US AND WHERE PROHIBITED, SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL LAWS. COMPLETION OF THE SURVEY IS NOT REQUIRED FOR PARTICIPATION IN THE 2017 UPSTREAM MUSIC FEST + SUMMIT SURVEY SWEEPSTAKES (“SWEEPSTAKES”).

- 1. Eligibility.** Sweepstakes is open to legal residents of the 50 United States and District of Columbia, who are 21 years of age or older at the time of entry. Employees (former and current), agents, successors and assignees of Upstream Music Fest + Summit LLC (“Sponsor”) and its parent, affiliated companies, subsidiaries, and advertising or promotional agencies (collectively with Sponsor, the “Upstream Entities”), and the family members, agents, successors or assigns of, and any persons domiciled with, such employees, are not eligible to enter.
- 2. Entry.** Sweepstakes begins on April 12, 2017 and all entries must be received by 11:59 p.m. PT on May 1, 2017. There are two (2) ways to enter: (i) you will be automatically entered in the Sweepstakes by completely filling out and submitting the 2017 Upstream Music Fest + Summit survey (“Survey”), including the Sweepstakes entry form at [UpstreamMusicFestSurvey](#); or (b) you can fill out and submit the Sweepstakes entry form at [UpstreamEntryForm](#). No mechanical reproductions permitted. By entering, entrants agree to be bound by the terms relating to the use of the Upstream Music Fest + Summit website. See [Privacy Policy](#) for Sponsor’s privacy policy. ONE (1) ENTRY METHOD PER PERSON.

Neither Sponsor nor Survey Monkey will be responsible for incomplete, lost, late, misdirected or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor or Survey Monkey. In the event of a dispute, all electronic entries will be deemed to have been submitted by the owner of the electronic account from which they were sent. For these purposes, an electronic account holder shall mean the natural person assigned to such electronic account by the Internet access provider, online service provider or other organization responsible for assigning electronic addresses for the domain associated with such account. Any questions regarding the number of entries submitted or the owner of an electronic account shall be determined by Sponsor in its sole discretion. In the event any aspect of the Sweepstakes is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserve the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserve the right to award any prize based on the entries received before the termination date.

- 3. Prize/Odds.** One (1) entrant will be chosen by random drawing on or about May 2, 2017 from all eligible entries received during the Sweepstakes Term to win two (2) Upstream Music Fest VIP Passes (“Prize”), which allows for the following: (i) full entry to the two-day Upstream Summit on May 11 and 12, 2017 with access to 4 keynotes, 50 break-out sessions, a gear expo, industry showcases, and endless meet-up opportunities all focused on how to support emerging artists in the new music economy; (ii) full entry to all general admission live music at the Music Fest on May 11, 12, and 13 with access to 25+ venues and 80+ intimate performances; (iii) exclusive access to VIP Lounges throughout the Music Fest with curated content (21+ only); and (iv) Fast Pass to skip the line in general admission shows, when available. Approximate retail value (“ARV”) of the Prize is \$850.

Neither Prize nor any prize component has a cash value. Any difference between the stated ARV and the actual value of the Prize or any prize component will not be awarded. No substitutions allowed, except that Prize and individual components of Prize are subject to availability and Sponsor reserve the right to substitute prizes of equal or greater value. Winner agrees that the Prize and/or prize components awarded are personal to such Winner and may not be sold, resold, auctioned, bartered, assigned exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Winner and winner’s guest (“Guest”) are each solely responsible for any and all other costs and/or expenses relating to or incurred in conjunction with the Sweepstakes and/or with use of the Prize, including, without limitation, costs for travel, lodging, transportation, parking, food and beverages. Guest will not have any independent rights to Prize or any portion thereof. A violation of any of the foregoing restrictions shall revoke Winner’s license, and the Prize will not be honored. Winner and Guest each agree to abide by all rules and policies of the Upstream Music Fest + Summit event and will be subject to removal for non-compliance or unruly behavior.

- 4. Winner Notification and Acceptance.** The potential winner will be notified by telephone and/or email as provided on their entry form within twenty-four (24) hours of the drawing. Due to the short time frame for awarding the Prize, in the event contact with the potential winner is not confirmed within twenty-four (24) hours of attempted notification, or if an entrant declines to receive the Prize, another entrant will be randomly chosen. Only three (3) alternate drawings will be held, after which the prize will not be awarded. Winner is solely responsible for any and all federal, state, and

local income taxes. Sponsor is not responsible for and will not pay or in any way compensate any participant or Winner for taxes or expenses associated with participation in and/or acceptance or use of the Prize in this Sweepstakes. If required by law, Sponsor will issue a Form 1099-MISC to Winner reporting the taxable retail value of Prize. Winner should consult his/her tax advisor about the tax implications of winning the Prize. Potential winner agrees to execute all necessary and requested documents, including without limitation the affidavit of eligibility, and a liability and publicity release (except where prohibited by law), as requested by Sponsor and agrees to provide a copy of a government issued identification card containing a photo of such potential winner. Failure to sign and return the affidavit, release or other required documents, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of his or her interest in a prize. Guest may be required to sign a release and waiver to receive benefits of the Prize or any portion thereof, as applicable. Solely for purposes of compliance with the terms and conditions provided in these Official Rules and use of any prize, any guest of a Winner will be deemed as an entrant/participant in the Sweepstakes, regardless of whether such guest submitted an official entry.

5. **License/No Confidentiality.** Surveys will not be returned to entrants. By entering the Sweepstakes and providing your survey in connection with the Sweepstakes, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license (with the right to sublicense) to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your survey and survey responses, or any portion thereof, in connection with the Sweepstakes and for other advertising, marketing, and promotional purposes, and to incorporate survey responses, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any survey response you submit or to return any such survey response to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including executing documents) requested by Sponsor to effect, perfect or confirm the Sponsor rights set forth in this paragraph. By entering this Sweepstakes, you realize that Sponsor may have access to, or may independently create content, product improvements, and material similar or identical to, the information provided in your survey answers, and you agree that you will not be entitled to any compensation by reason of the use by Sponsor of such similar or identical material. You understand and agree that all Survey answers submitted to Sponsor will not be treated as confidential, and you agree not to include or disclose any trade secrets or other confidential or proprietary information in any survey answers.
6. **General Conditions.** By entering this Sweepstakes, each entrant agrees (a) to abide by these Official Rules and the decisions of the Sponsor, which shall be final in all matters relating to the Sweepstakes; (b) to release and hold harmless Upstream Music Fest + Summit LLC and each of its parent, subsidiaries, affiliates, directors, officers, governors, employees, and agents, and each of their affiliated companies, from any and all claims, liability or damages arising out of their participation in the Sweepstakes and/or the acceptance and use of Prize or portion thereof; (c) to permit Upstream Music Fest + Summit LLC and any of its respective agents or designees to use such entrant's name, photo, image, likeness and voice, city of residence and/or other likeness for advertising, promotional and publicity purposes in all media at any time for any purpose without any additional compensation to, permission from or inspection by such entrant; (d) By entering the Sweepstakes each entrant agrees that, to the fullest extent permitted by applicable laws, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) in no event will the aggregate liability of Sponsor and the Upstream Entities (jointly) arising out of or relating to participation in this Sweepstakes or use of or inability to use any equipment or prize provided for use in the sweepstakes or any prize exceed \$10. The limitations set forth in subsection (iii) herein do not exclude or limit liability for personal injury or property damage caused by products sold by the Sponsor, or for Sponsor's or Upstream Entities' gross negligence, intentional misconduct, or fraud.
7. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether of Washington, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Washington. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
8. **Requests/Winner.** If you have questions regarding these Official Rules or the Sweepstakes, please send a self-addressed stamped envelope with your request for arrival before May 1, 2017 to "Upstream Survey Sweepstakes Questions" at Sponsor's address below. For the name of the winner, please send a self-addressed stamped envelope with your request after May 12, 2017 and before May 12, 2018 to "Upstream Survey Sweepstakes Winner List" at Sponsor's address below. Sponsor: Upstream Music Fest + Summit LLC, 505 5th Ave. S, Suite 900, Seattle, WA 98104. Sweepstakes is in no way sponsored, endorsed, administered by, or associated with SurveyMonkey Inc.