

# Band Exclusive Pre-Sell Promotion

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**1. Eligibility:** The **Band Exclusive Pre-Sell Promotion** (the “Promotion”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees, officers and directors and their immediate family members (parents, children, siblings, spouse) wherever they may live and others living in the same household of Band Exclusive, LLC (“Sponsor”), its affiliates, partners, customers, subsidiaries, suppliers and agencies are not eligible to enter or win a prize.

**2. Timing:** Promotion begins on or about 12:01:00 a.m. Eastern Time (ET) on December 3, 2008 and ends on 11:59:59 p.m. ET on December 26th, 2008. Sponsor’s computer is the official time keeping device for this Promotion (“Promotion Period”).

**3. How to Enter:** During the Promotion Period, send a postcard that lists: Your Name, Address, Email, Phone #, Favorite Band Name, and Age to 6202 Clark Center Ave, Sarasota FL 34238. All postcard entries must be received by 11:59:59 p.m. ET on June 27, 2008.

**4. Entry Limits:** Limit of one (1) entry in the Promotion per person during the Promotion Period. Any person who attempts to participate with multiple email and or street addresses, under multiple identities or uses any device or artifice to enter multiple times in excess of the above indicated entry limitations will be disqualified. Any attempted online/email/internet entry other than as stated above is void. In the event a dispute as to entries submitted by multiple individuals using the same email account, entry will be deemed to have been submitted by the authorized subscriber of the email account used to enter the promotion at the actual time of entry. The “authorized account subscriber” is defined as the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries become the sole property of Sponsor and will not be acknowledged or returned.

**5. Winner Determination:** On or about January 21st, 2009, potential winners will be selected in a random drawing from among all eligible entries received by Sponsor. By participating, entrants accept and agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which is final and binding in all respects. Those initially selected as potential winners will be notified by email approximately six to eight weeks after drawing date.

### **6. Prizes/Odd of Winning:**

**One First Prize:** Two (2) VIP tickets to the first available show of the band during 2009 at a location to be determined by the Sponsor, plus a pre-show meal back stage with the band.

*(Sponsor not responsible if concert is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its*

*entirety and no substitution will be provided except as in Sponsor's sole discretion. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner).*

**Five Second Prizes: One (1) signed DVD**

**Ten Third Prizes: Chosen Few signed T-shirt by.**

All prizes will be awarded provided that a sufficient number of eligible entries are received.

Odds of winning depend on the total number of eligible entries received.

**7. Prize Restrictions:** All applicable taxes on prize are winner's sole responsibility. No prize substitution or cash equivalent of prize except at the sole discretion of Sponsor due to unavailability for any reason, and only then for a prize of equal or greater value. No prize transfer. Limit of one (1) prize per family/household/address/email address.

**8. Additional Conditions of Participation:** Potential winners may be required to complete, execute, and return an affidavit of eligibility, a liability release and a publicity release (where legal) In the event of non-compliance with this requirement within the indicated time period or if prize notification/prize is returned as undeliverable, prize will be forfeited and an alternate potential winner will be selected from among all remaining eligible entries received. **By accepting prize, except where prohibited by law, winner agrees to the use of his or her name, address (city and state), likeness and or photograph for advertising and publicity purposes by Sponsor and its designees without further compensation or notice, winner further agrees to complete, execute and return any documents required by Sponsor relative to such grant of rights. By participating, entrant releases and agrees to hold harmless Sponsor, its respective parents, affiliates, subsidiaries, partners, customers and agencies, and the directors, officers, agents and employees of Sponsor from any and all liability arising from participating in the Promotion, any Promotion-related activity and/or acceptance, possession or use/misuse of any prize. Winner further agrees that Sponsor has not made any warranty, representation or guarantee, implied or express, in fact or in law, relative to any prize, including its quality, mechanical condition or fitness for any purpose, other than the written warranty that accompanied such prize, if any (and such warranty will last only for the indicated term and is subject to the indicated conditions/limitations).** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or any website, to be acting in violation of the Official Rules or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **IF YOU DO NOT AGREE TO THE PRIVACY POLICIES OF SPONSOR AS SET FORTH ON SPONSOR'S WEBSITE, DO NOT ENTER THE PROMOTION OR PROVIDE ANY PERSONAL**

**INFORMATION ON SPONSOR'S WEBSITE.** Any activities intended to disrupt or interfere with the proper play of the Promotion, or defraud Sponsor in any way will be prosecuted to the fullest extent of the law in addition to resulting in disqualification of the Promotion.

**9. Limitations of Liability:** Sponsor and its agencies are not responsible for any incorrect, incomplete or inaccurate information, whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error. Sponsor and its agencies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of any website and/or entries. Sponsor and its agencies also assume no responsibility for late, lost, damaged, incomplete, or misdirected entries. Sponsor and its agencies are not responsible for any problems or technical malfunctions of any telephone or cable network or lines, computer online systems, servers or providers, computer equipment, software, programming or failure of email on account technical problems or traffic congestion on the internet or any website or any combination thereof, or for injury or damage to entrant's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any website or participating in this Promotion. If, for any reason Sponsor determines in its sole discretion that the online component is not capable of running as originally planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor which, in Sponsor's sole discretion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of electronic component(s) of the Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the affected electronic component(s) of the Promotion. In such event, Sponsor will select the winners in a random drawing comprised of all eligible entries received via the unaffected electronic component of the Promotion and all eligible entries received via the affected electronic component of the Promotion prior to (and/or after, if appropriate) the action taken by Sponsor or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with spirit of these Official Rules. Notice of any such action will be posted on Sponsor's website.

**10. Privacy:** By entering the Promotion, we will collect your name, address, phone number, age and email address. We will use this information to administer your participation in the Promotion. At the time you are entering the Promotion, we may ask your permission to send you future marketing information/materials from Sponsor. We assure you that Sponsor, its customers and partners are dedicated to protecting your privacy. You may contact us regarding privacy issues as follows:

### **Band Exclusive**

**6202 Clark Center Ave, Sarasota FL 34238**

Information collected from entrants is subject to Sponsor's privacy policy found at [www.bandexclusive.com](http://www.bandexclusive.com)

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida or the appropriate Florida State Court

located in Hillsborough County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**12. Winner List:** For the winner list, send a self addressed, stamped envelope to: Band Exclusive **6202 Clark Center Ave, Sarasota FL 34238**. Requests must be received by January 31, 2009.

**13. Sponsor:** Band Exclusive, **6202 Clark Center Ave, Sarasota FL 34238**

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