

OFFICIAL SWEEPSTAKES RULES

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

Sweepstakes Name: Mucinex Nightshift Beat The Zombie Funk Challenge (the "Sweepstakes")

Station: WHTZ (the "Station")

Station Address: 32 Avenue of the Americas, New York, NY 10013

Telephone: 212-377-7900

This Sweepstakes is sponsored solely by iHeartMedia + Entertainment, Inc. ("Sponsor"). Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit the office of the Station during normal business hours, send your request by mail at iHeartMedia + Entertainment, Inc. at 32 Avenue of the Americas, New York, NY 10013 or visit the website BeatTheZombieFunk.com

List of Winner(s): For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: iHeartMedia + Entertainment, Inc., Mucinex Nightshift Beat The Zombie Funk Challenge, Sweepstakes at 32 Avenue of the Americas, New York, NY 10013.

1. ELIGIBILITY. This Sweepstakes is open only to individuals who (i) are legal residents of the 50 United States and the District of Columbia and (ii) who are 18 years of age (or the age of majority in the entrant's state of residence, whichever is older) at the time of entry ("Entrant").

The Sweepstakes is subject to all applicable federal, state, and local law and regulations.

Void where prohibited or restricted by law.

Employees, contractors, officers and directors of Sponsor, its affiliates RB Health (US) LLC}, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "Sweepstakes Entities"); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize.

Eligibility Frequency Limits: The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

2. TIMING: Sweepstakes begins on February 19, 2020 12:01:01 p.m. ET and ends at 11:59:59 p.m. ET on February 27, 2020 ("Sweepstakes Period"). The Sweepstakes Period consists of nine (9) individual daily periods (each a "**Daily Entry Period**"). A "Day" is defined as the twenty-four (24) hours between 12:00:00 p.m. ET and 11:59:59 p.m. ECT of the same day with the exception of the first day of the Sweepstakes Period which shall begin at 12:01:01 p.m. ET and end at 11:59:59 p.m. ET of the same day. Each Daily Entry Period will culminate in a random drawing (each, an "**Approximate Drawing Date**") specified in the chart below to select one (1) "**Daily Winner**" (or "**Winner**") from among all eligible entries received during that Daily Entry Period. **Non-winning entries will roll over into subsequent Daily Entry Periods.**

There will be a total of nine (9) potential Daily Winners, one per Daily Entry Period for the entire Sweepstakes Period.

The Sponsor's computer is the official time-keeping device for this Sweepstakes.

DAILY ENTRY PERIOD & DAILY DRAWING SCHEDULE

All eligible entries must be received between:

Entry Period	Start Date and Time 12:00:00 a.m. ET	End Date and Time 11:59:59 p.m. ET	Approximate Drawing Date	Number of Winners
1	Start Time: 12:01:01pm ET February 19, 2020	February 19, 2020		1
2	February 20, 2020	February 20, 2020		1
3	February 21, 2020	February 21, 2020		1
4	February 22, 2020	February 22, 2020		1
5	February 23, 2020	February 23, 2020		1
6	February 24, 2020	February 24, 2020		1
7	February 25, 2020	February 25, 2020		1
8	February 26, 2020	February 26, 2020		1
9	February 27, 2020	February 27, 2020		1

DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER.

Overview: Submit an original :15-second video to your TikTok account performing the "Beat The Zombie Funk" Dance Routine (Video") and include the hashtags #BeatTheZombieFunk #Sweepstakes" ("Entry"). Then, upload the Video to TikTok as outlined below.

- (1) TikTok:** During the Sweepstakes Period, submit an original :15-second video to your TikTok account performing the "Beat The Zombie Funk" Dance Routine (Video") and include the hashtags #BeatTheZombieFunk #Sweepstakes" ("Entry"). Then, upload the Video to TikTok as outlined below.

During the Sweepstakes Period, access the TikTok application ("TikTok App") on Entrant's mobile device ("Device") and follow the links and instruction to log in to Entrant's TikTok account ("TikTok Account"). If Entrant does not have the TikTok App, Entrant may download it through the applicable application store on Entrant's Device. The TikTok App is free. TikTok's Terms of Use apply: <https://www.tiktok.com/en/terms-of-use>. Once the Entrant has accessed his or her TikTok Account, post your Entry as defined above. Any text included in entry must be in the English language. Message and data rates may apply for use of a Device to participate in the Sweepstakes.

Videos posted prior to the start of the Sweepstakes Period will not be eligible for entry or accepted. Entries that do not include #BeatTheZombieFunk and "#Sweepstakes" will be void. Entries must contain all information requested and comply with all Content submission requirements set forth herein to be valid.

Limit: Each Entrant may enter one (1) time per day during the Sweepstakes Period regardless of method of entry. Entrant must comply with TikTok's Terms of Use at <https://www.tiktok.com/en/terms-of-use>. All entrants must have a valid TikTok account. You can create a TikTok account at no cost. Entrants may not enter with multiple TikTok accounts, nor may entrants use any other device or artifice to enter multiple times or as multiple registrants. Multiple entrants are not permitted to share the same email address. Should multiple users of the same TikTok account, e-mail account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said TikTok account, e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned a TikTok by Musical.ly, Inc. or other organization which is responsible for assigning TikTok accounts or the domain associated with the submitted account, an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. The Sponsor is not responsible for entries not received due to difficulty

accessing the internet, service outage or delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

Your TikTok entry and its included content will hereafter be referred to as your "Submission". Your Submission must be your original work. Your Submission need not include any reference, positive or negative, to Sponsor's or promotion partner's products or services. Your Submission must comply with the Official Rules and the following Submission Guidelines, Permissions and Restrictions. Any Submission that, in Sponsor's sole and absolute discretion, violates these Rules or the following Submission Guidelines, Permission and/or Restrictions may be disqualified.

ENTRY AND ELIGIBILITY GUIDELINES: All entries submitted must comply with the following guidelines.

- The Submission shall include a :15-second video of yourself doing "Beat The Zombie Funk" Dance Routine ("Video")
- The Submission may not exceed: 60 seconds.
- Any text in the Submission must be in English.
- Social media submissions must be in a format and size acceptable on TikTok;

Submissions will NOT be judged.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant has permission from their parent or legal guardian. If requested, entrant and/or parent or legal guardian must be able to provide such permissions or proof in a form acceptable to Sponsor.

In order for your entry to be valid your TikTok profile must be public and thus viewable by the Sponsor and its agents.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with TikTok. You understand that you are providing your information to the Sponsor and not to TikTok.

CONSUMER CREATED CONTENT REQUIREMENTS.

As used herein, "Content" includes and refers to all information, content, and material submitted by you in connection with the Sweepstakes (including, but not limited to your submission).

By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other, (e) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (f) that you have obtained permission from a person whose name, likeness or name is used in the Content, and (g) and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Released Parties (as defined herein) from any claims to the contrary. Any entrant whose Content includes names or likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Sponsor reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Sponsor or Sweepstakes Entities under any fiduciary or other obligation, that the Sponsor is free to use and otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, the Sponsor and the Sweepstakes Entities do not waive any rights to use similar or related ideas previously known to Sponsor or Sweepstakes Entities, or developed by their employees, or obtained from sources other than you.

CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. In consideration for your participation in this Sweepstakes and for the opportunity to win a prize hereunder, you hereby grant the Sponsor, the Sweepstakes Entities, and another authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules and any Terms of Service on the Sponsor website;
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Sponsor website;
- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Sponsor, the Station, the Sponsor, any of their respective products and/or services, or about any other people, products or companies;
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by Sponsor, is grounds for disqualification from the Sweepstakes. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Sponsor and Sweepstakes Entities);
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein);
- The Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- The Content must be socially acceptable and in good taste, as determined by the Station in the Station's sole discretion.

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE SPONSOR. The Sponsor reserves the right to reject any Content, in its sole

discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by the Sponsor and/or Station for airing advertising. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Sweepstakes Content requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Sweepstakes Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any judging period. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WAS NOT EDITED BY SPONSOR AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at DMCA Designated Agent, c/o Legal Department, iHeartMedia, Inc., 20880 Stone Oak Parkway, San Antonio, Texas 78258," by fax at (210) 832-3149, or by email at dmca@iHeartMedia.com and include the information required at [iHeartMedia's Terms of Use](#).

By accepting a prize, the winner(s) agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

By participating, you agree (a) to be bound by these Official Sweepstakes Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Sweepstakes that participation may be required to be considered eligible.

3. WINNER SELECTION. There will be a total of nine (9) potential Daily grand prize winners for the entire Sweepstakes Period, one (1) per Daily Entry Period (Section 2 above). In addition, the Sponsor will randomly select one-hundred (100) secondary winners from among all eligible entries collectively received during the Sweepstakes Period.

Potential Sweepstakes winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

Winner Notification: Winner will be notified within one (1) day after the sweepstakes drawing, via e-mail, and/or at Sponsor's discretion via phone at the phone number provided during registration. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within seven (7) days of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including

but not limited to the prize conditions. The potential prize winner may (in Sponsor's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

4. PRIZE(S).

NINE (9) GRAND PRIZES:

Each grand prize winner will receive \$1,000 in the form of a check and access passes to VIP Party in New York on or about March 17, 2020.

The approximate retail value ("ARV") of each grand prize is \$1,000

Total Overall ARV: \$9,000

TRAVEL AND HOTEL ACCOMMODATIONS ARE NOT INLCUDED IN THE PRIZE.

ONE HUNDRED (100) SECONDARY PRIZES:

Each secondary prize winner will receive a pair of access passes to a VIP Party in New York.

The approximate retail value ("ARV") of each secondary prize is \$0 face value

TRAVEL AND HOTEL ACCOMMODATIONS ARE NOT INLCUDED IN THE PRIZE.

All prizes provided by iHeartMedia + Entertainment, Inc. and RB Health (US) LLC

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment Sponsor. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

The Sponsor is not responsible for any delay, cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Sponsor reserves the right to not award the prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in Sponsor's sole discretion or may be predetermined as supplied by the Sponsor. The Sponsor reserves the right to substitute a prize, in whole or in part, with another prize (or prize component) of equal or greater value or alternatively may substitute such prize with a comparable prize (or prize component) of like per the Sponsor's discretion, if for any reason a prize, or any portion thereof, as described herein should become unavailable. The winner and guests agree to comply with all applicable venue regulations in connection with the concert and/or other Contest prize events. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert and/or other Contest prize event or in any other objectionable behavior. If, after a prize has been selected and ticketing has been completed, concert is cancelled, such portions of the prize will be forfeited and the Sponsor shall have no further obligation to winner. Winner(s) must present state authorized identification prior to being awarded the prize. Winner may be required to present a copy of a valid social security card and valid identification as

a condition of participating or receiving any prize when winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won. If actual value of the prize is less than the stated ARV, or the winner and/or if applicable, his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited.

Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) 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 Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes

to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

6. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Station(s) permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.

7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](#). Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Sweepstakes and opting in will not improve your chances of winning.**

8. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities, TikTok (Musical.ly, Inc.) and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

10. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or

unintentionally by any person whether or not a entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Sweepstakes rules will be broadcast on-air and available on-line at the Station's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sponsor Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

13. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.