

## **Rascal Flatts Concert Tickets Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sponsor:**

**Morning Hangover**

**1100 H Street, NW, Suite 1100**

**Washington D.C. 20005**

**Message and data rates apply to use of mobile device for Sweepstakes entry. You may be charged by your wireless carrier for entering via mobile device, so be sure to check your wireless carrier's pricing plan before entering via mobile device. Wireless Internet access may not be available in all areas.**

- 1. ELIGIBILITY: Travel and accommodations are NOT included as part of the prize: the prize consists only of tickets to the selected concert. Prize winner will be solely responsible for any and all expenses associated with use of the tickets to attend the selected concert. You must be a legal U.S. resident and 18 years of age or older to enter.** The following are NOT eligible for the Sweepstakes: employees, officers and directors of Sponsor, Live Nation Worldwide, Inc. ("Live Nation"), their respective parent companies, subsidiaries, affiliates, divisions, prize suppliers and promotion partners; their immediate family members (parents, children, siblings, spouse); other persons living in their same household (whether related or not). Sweepstakes is void outside the Territory and where prohibited by law.

2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on 5/23/2016 on or after 12:01 a.m. ET and ends on 5/31/2016 at 11:59 p.m. ET (“Sweepstakes Period”). Sponsor’s computer is the official clock for the Sweepstakes.
  
4. **ENTRY RESTRICTIONS:** Receipt of entries may be acknowledged, but such acknowledgment does not constitute any representation by Sponsor as to eligibility for Sweepstakes. **LIMIT ONE (1) ENTRY PER PERSON.** Use of any device/ artifice to enter more than once may result in disqualification, with all entries being declared void. Entry information must be manually key-stroked; the use of script, macro, robotic, programmed or like means of entry is prohibited and will result in disqualification. Proof of transmission does not constitute proof of receipt or proof of entry.
  
5. **RANDOM DRAWING:** Winners will be selected via random drawing, with one random drawing for all eligible entries received which select a certain concert city/date/venue. The drawings will be conducted by Morning Hangover on or about 5/6/2016. Potential winners will be notified by e-mail. Winners may be required to sign and return an Affidavit of Eligibility, Liability Release and (where lawful) a Publicity Release within indicated time period. In the event of noncompliance with this requirement (if applicable), if potential winner of any prize cannot be contacted for any reason, is determined by Sponsor not to be in full compliance with these Official Rules, prize will be forfeited without compensation of any kind and an alternate winner selected from among all remaining eligible entries received for the applicable concert city/date/venue drawing.
  
6. **PARTICIPATING CONCERTS:** Dates on the “Rhythm & Roots Tour”

7. **RELEASES:** By accepting prize, except where prohibited by law, winner agrees to the use by Sponsor and its designees of winner's name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or the Sponsor for advertising/publicity/trade purposes, without further compensation or notice. **By participating, entrant indemnifies, releases and agrees to hold harmless Sponsor, Live Nation Worldwide, Inc., their respective parent companies, affiliates, divisions and subsidiaries, prize suppliers and promotion partners; the directors, officers, representatives, shareholders, employees, successors and assigns of any of the above organizations; from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of prize.**

8. **CONDITIONS OF PARTICIPATION: By participating in this Sweepstakes, you accept and agree to these Official Rules as well as the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.** Sponsor's failure to enforce any provision of these Official Rules on a given occasion shall not constitute the waiver of such provision. Sponsor assumes no responsibility for (a) 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 web site or entries; (b) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's computer or mobile device (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in the Sweepstakes; and (c) late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted,

irregular or jumbled e-mail transmissions or entries, regardless of cause; and, all such entries are void. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT, TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as originally planned for any reason beyond Sponsor's control (such as, fraud, computer virus, tampering, natural disaster, riot or governmental action), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes and select the prize winner(s) for affected drawing(s) from among all eligible entries received for affected drawing(s) prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be updated accordingly at the top of these Official Rules accessible by clicking [here](#).

To the fullest extent permitted by law, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules, your rights and obligations as an entrant and/or Sponsor shall be filed in the federal or state courts situated in New York County, New York State, which shall have exclusive jurisdiction over such dispute; and (b) the law of New York State (except for conflict of law provisions) will govern these Official Rules, this Sweepstakes and any dispute arising thereunder.

If the above provision or any other provision of these Official Rules is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be severed from these Official Rules and replaced with a substitute provision, which captures the original intent of Sponsor and is legal, valid and enforceable. The illegality/invalidity/unenforceability of a given provision shall not affect the

legality/validity/enforceability of any other provision of these Official Rules or the Official Rules itself.

Prize(s). Morning Hangover is not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Sweepstakes. Prizes will only be shipped to addresses in the fifty (50) United States unless otherwise noted in Official Rules; for certain prizes, a valid street address may be required. For the avoidance of doubt, Morning Hangover will determine in its sole discretion the method of prize shipment. The only warranties on a product/service are those of the product manufacturer/service provider; and, prizes may be subject to additional terms and conditions of the product manufacturer/service provider. A prize will only be awarded if properly claimed in accordance with these Official Rules and if there are sufficient eligible entries. Morning Hangover does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s).

Publicity; Use of Personal Information. Morning Hangover 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 (if verified as a prize winner as per these Official Rules) 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, Morning Hangover's [Privacy Policy](#). By participating, where allowed by law, all winner(s) grant the Morning Hangover and its designees permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Sweepstakes and waive any claims to royalty, right, or remuneration for such use and without pre-notification of any kind. By participating in the Sweepstakes, where allowed by law and to the full extent permitted by law, entrants agree that Sponsor may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. For more information about how Morning Hangover will use

information collected in connection with this Sweepstakes, please see Morning Hangover's Privacy Policy by clicking [here](#).