

## GIBSON TV METAL AND MONSTERS

### Tunes From The Crypt Giveaway!

1. **NO PURCHASE NECESSARY** TO ENTER SWEEPSTAKES OR WIN A PRIZE. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ADVANTAGE TO BUYERS IN A SWEEPSTAKES.

**Entry Period:** The “Tunes From The Crypt Giveaway” (the “Promotion”) will commence on the day and times described below “Commencement Date.” Each day of the promotion will be considered a “Promotion Day.” The “Entry Period” is listed below. All entries must be submitted during the Entry Period to be considered valid. Gibson Brands, Inc. as US Corporation (hereinafter referred to as “Sponsor”), at its own discretion, may extend the Entry Period for the submittal of entries.

| Commencement Date                              | Entry Period   | Winner Notification                          |
|--|--|--|
| Thursday September 7, 2023, at 10:00<br>am CDT | Commencement date until<br>October 12, 2023 at 11:59 am<br>CDT | October 26, 2023 on or around 3:00<br>pm CDT |

2. **Eligibility:** The Promotion is open to all legal residents of the United States and Canada, except where prohibited, who are above the age of 18 years old at the time of entry, whichever is greater (“Entrant”). Employees of Sponsor or their immediate families are not eligible to be entered into the Promotion. Immediate family includes parents, spouse, children, siblings, grandparents, step-parents, step-children, and step-siblings. By participating in the Promotion, Entrants agree to be bound by these Official Promotion Rules, release Sponsor and any affiliates against all claims, injuries, or damage arising out of any participation in these Promotion and redemption of the prize, and acknowledge compliance with these Official Promotion Rules.
3. **How to Enter:** To enter the Promotion, Entrants will be required to:
  - a. Please mail a letter with your name, postal address and email address to: Metal and Monsters P.O. Box 70191 Pasadena, CA 91117
  - b. You may also enter by sending an email to [giveaway@gibson.com](mailto:giveaway@gibson.com). The subject line must include the name “Metal and Monsters Giveaway, your name and your postal address.”

Only one (1) individual may be considered to have produced and submitted the Entry. Subsequent attempts made by the same individual to submit multiple entries may be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion, at Sponsor's sole and absolute discretion. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Each entry submitted in this Promotion is referred to as an "Entry".

4. **Determination of Winners:** A total of eight (8) possible “Potential Winners” will be chosen by random drawing from all the valid entries received during the Entry Period. Each Potential Winner will be notified by October 26, 2023. All entries must be valid to be eligible to win a prize. It is possible for an Entrant to win multiple prizes.

Sponsor will make two (2) attempts to notify a Potential Winner. The Potential Winner must respond within 48 hours of drawing or the prize will be forfeited.

A Potential Winner will be required to confirm Eligibility and adherence to these Official Rules. If any Potential Winner fails or refuses to confirm Eligibility or adherence to the Official Rules, such Potential Winner may be

disqualified, and an alternate may be selected. A Potential Winner is not a confirmed Winner until they confirm Eligibility and adherence to the Official Rules. Non-compliance shall result in disqualification and award of the prize to an alternate Winner. Once confirmed, a Winner will be required to provide contact information

Each winner will receive one (1) of the prize packages below:

- Skate deck \$85
- Skate deck \$85
- Vinyl & Mask \$35
- Vinyl & Mask \$35
- Shirt & Cassette \$25
- Shirt & Cassette \$25
- 1 (one) Shirt & CD \$25
- 1 (one) Hooded Sweatshirt \$30

No substitution or transfer of prize will be accepted without Sponsor's approval or where required by law. Sponsor may reward alternate prize of equal or greater value if the main components of prize become unavailable. Prize is not redeemable for cash. 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.).

Odds of winning depend on total number of valid and eligible entries received.

If any Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the Winner declines a prize for any reason prior to award, the prize will be forfeited. If, for any reason, more eligible Winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the Winners, or remaining Winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Promotion, and of selection of the Winner. Decisions of the Sponsor as to the selection of the Winner will be final.

5. **Technical Limitation of Liability:** To the extent permitted by applicable law, neither Sponsor nor any of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Promotion nor any of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "Released Parties") (except where due to the negligence, breach of these Rules or other default of a Released Party) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Promotion Site or other sites, for problems uploading any Entries or downloading any Promotion-related materials from the Promotion Site, or for late Entries not received within the stipulated date and time, lost, damaged, misdirected, incorrect, incomplete, delayed, garbled, stolen or inaccurate Entries or for any other problems or errors related to the Promotion. By entering their name into the Promotion, Entrants agree to be bound by these Official Promotion Rules and to release and hold harmless Sponsor and its respective subsidiary or affiliated companies from and against any and all claims or actions of any kind, whether

under contract, tort, or any other legal theory, and agree to indemnify Sponsor against any liability or expense arising in connection with the foregoing. Sponsor reserves the right to cancel, suspend or modify the Promotion or any part of it, within its sole discretion.

6. **Privacy/ Publicity Release.** As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. We will not sell or transfer any personal information about you, unless required for law enforcement or by statute. By entering this contest each Entrant gives consent to Sponsor the absolute right and permission to use Entrant's name, and contact information (including email address) to administer the Prize.
7. **Request for Winners:** For the name of the Grand Prize Winners and/or Official Promotion Rules, please send a self-addressed stamped envelope to:

Gibson Brands, Inc.  
Tunes From The Crypt Giveaway  
209 10<sup>th</sup> Avenue South, Suite 460  
Nashville, TN 37203

All requests for Official Promotion Rules must be made by March 1, 2023. The Winners list will be available for five years following the Promotion. Residents of WA and VT may omit return postage.

8. **Sponsor:** The Promotion is sponsored by Gibson Brands, Inc., 209 10th Avenue South, Suite 460, Nashville, TN 37203.
9. **Disputes:** Except where prohibited, Entrant agrees that; (1) any dispute regarding this Promotion shall be resolved individually, without resort to a class action, and exclusively in Tennessee; (2) any claims, awards, judgments shall be limited to actual out of pocket costs incurred, but in no event, attorneys' fees; and (3) Entrant waives any punitive, incidental or consequential damages. The rules hereunder shall be interpreted under the laws of Tennessee, USA.
10. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Web Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
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