



**Rock The Ocean's Valentine's Giveaway 2024
OFFICIAL CONTEST RULES AND REGULATIONS**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. THIS CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY (19 YEARS OF AGE IN THE CASE ALABAMA AND NEBRASKA). ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. THE CONTEST BEGINS AT 12:00 PM ET ON FEBRUARY 7, 2024 AND ENDS AT 10:00 AM ET ON FEBRUARY 14, 2024. ALL ENTRIES MUST BE SUBMITTED WITHIN THE ENTRY PERIOD. THE WINNER WILL BE DETERMINED FROM ALL ELIGIBLE ENTRIES RECEIVED DURING THE ENTRY PERIOD IN ACCORDANCE WITH THE OFFICIAL RULES. OTHER RESTRICTIONS MAY APPLY.

CONTEST NAME: ROCK THE OCEAN'S VALENTINE'S GIVEAWAY 2024 ("Contest"). VOID WHERE PROHIBITED BY LAW.

By entering the Contest, entrants agree to comply with and be bound by these Official Rules and the decisions of the Contest Entities (as defined below) which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Contest.

SPONSOR and ADMINISTRATOR: The sponsor and administrator of the Contest is Rock The Ocean Foundation ("Administrator" or "Contest Entity") , a 501(c)(3) not-for-profit whose mission is to increase public awareness about the issues impacting the world's oceans and to support scientific research, education, and ocean conservation initiatives through benefit concerts, lifestyle apparel, brand partnerships, and entertainment industry events. Administrator will administer and conduct the Contest substantially as described in these Official Rules. By participating in the Contest each entrant agrees as follows:

ENTRY PERIOD: The Contest begins at 12:00 PM ET on February 7, 2024 and ends at 10:00 AM ET on February 14, 2024.

METHOD OF ENTRY: Enter the Contest via social media platform run by Rock The Ocean Foundation LLC. on Instagram. To enter the Contest, Entrants must: (1) Follow @RockTheOcean Instagram account; (2) make a comment on the official "Rock The Ocean's Valentine's Giveaway" Instagram post made by Rock The Ocean Foundation on February 7, 2024 that tags one (1) person; (3) Like and Save the "Rock The Ocean's Valentine's Giveaway" Instagram post made by Rock The Ocean Foundation on February 7, 2024. Each tag is considered one (1) entry, no duplicate tags, and each tag must be a separate comment. No third party entry or entry through any contest service permitted. All entries become the property of the Contest Entity and none will be acknowledged or returned. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Administrator, will be disqualified

If, in the Administrator's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, and/or the Contest is not capable of being conducted as described in these Official Rules, Administrator shall have the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this Contest. Administrator reserves the right to prosecute any fraudulent entries to the fullest extent of the law.

ELIGIBILITY: This Contest is open to U.S. residents at least 18 years of age at time of entry (19 years of age in the case Alabama and Nebraska). The Contest Entry Period begins at 12:00 PM ET on February 7, 2024 and ends at 10:00 AM ET on February 14, 2024. All entries must be submitted within the Entry Period. Employees and agents of the Contest Entity and each of their respective affiliates, subsidiaries, successors, assigns and any entity involved in the development, production, implementation, administration, judging, or fulfillment of the Contest, including, but not necessarily limited to the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate. With respect to any winning entry, the winner may be required to provide the Administrator with proof that the person is the registered account holder of the email address associated with the winning entry.

SELECTION OF GRAND PRIZE WINNER: One (1) winner will be determined on or around 10:00 AM ET on February 14, 2024 among all eligible Contest entrants. All eligible entrants that have entered the contest will be entered into a random drawing in which one (1) Grand Prize winner will be named. The drawing will be conducted by the Administrator, whose decisions and interpretations on all matters relating to the Contest and these Official Rules are final and binding in all respects. The Administrator reserves the right to disqualify any participant or winner and may refuse to award the prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. No responsibility is accepted for ineligible entries or entries made fraudulently. The Administrator's decision is final and no correspondence will be entered into.

Odds of winning the prize depend on the number of eligible entries received. Potential winners will be notified by Direct Message via Instagram platform and must meet all eligibility requirements. Return of a prize or prize notification as undeliverable, or inability of Administrator to contact a potential winner by the social media platform, Instagram, by 11:00 AM ET on February 16, 2024, may result in disqualification of such potential winner, and an alternate winner may be selected at Administrator's discretion as set forth hereinbelow. In the event a winner declines the prize or fails to return any completed documents and releases as required, the Administrator may elect, at its discretion, to select an alternate winner by random drawing.

The Administrator may announce/publish the winners' first names and/or social media handle on the Rock The Ocean Foundation social media platform or websites, as well as Rock The Ocean Foundation partners or affiliates. By entering this competition, entrants consent to such disclosure should they be one of the prize winners.

GRAND PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Two (2) General Admission 3-day passes to Rock The Ocean's Tortuga Music Festival 2024 ("Grand Prize"). Total ARV: \$670.00. Winners shall be responsible for the cost of their own tickets to the Festival. Administrator will NOT be providing travel to or from this Festival, accommodations, food, or sustenance which must be organized by the winner(s) at their own cost and expense.

PRIZE RESTRICTIONS: No substitution, cash redemption, or transfer of the prize(s), but the Administrator reserves the right to substitute prize(s) in whole or in part with a prize of comparable or greater value if the advertised prize becomes unavailable. An IRS Form 1099 for the fair market value of the prize(s) may be filed and a copy provided to the prize winner(s). All applicable federal, state, local, and other taxes and fees associated with the prize and expenses not stated related to acceptance and use of a prize are solely the responsibility of the winner(s). If a prize cannot be accepted as stated, the prize will be forfeited in its entirety and to the extent feasible will be awarded to an alternate winner selected at Administrator's discretion, as set forth herein. If lost, the prize(s) will not be replaced.

PUBLICITY, PRIVACY & PRIZE NOTIFICATION: Except where prohibited by law or regulation, by participating in the Contest, entrant grants the Contest Entity a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, and likeness in connection with the promotion of this Contest, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for the Contest Entity's use thereof, unless prohibited by law. Entry into this Contest may require the entrant to enter its email address and certain other personal information. Entrants are informed that the personal data collection in connection with this Contest will be collected by Administrator's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. You may withdraw your personal data upon request; however, you will be disqualified as an entrant in this Contest if you withdraw your personal data prior to the determination of the winner(s) and fulfillment of the prize(s). The winner may be required to complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within three (3) days of issuance of the Grand Prize notification. If these documents are not returned properly executed, or are returned to Administrator as undeliverable, or if any given prize winner does not otherwise comply with the Official Rules, the Grand Prize will be forfeited and awarded to an alternate winner, as set forth herein.

GENERAL CONDITIONS/RELEASE: The Contest is void where prohibited by law and is governed by the laws of the United States of America. The submission of an entry is solely the responsibility of the entrant. Only eligible entries actually received by 10:00 AM ET on February 14, 2024, during the specified Contest entry period, will be included in the prize selection. Any automated receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Administrator of an entry for purposes of these Official Rules. This promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram. By participating, entrants (a) release the Contest Entity, and its parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind, including without limitation, any property damage, personal injury and/or death, caused by preparation for, travel to or participation in the Contest, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any

warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability. The Contest Entity is not responsible if the Contest cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism; and (c) acknowledge that Administrator is solely responsible for administering the Contest and furnishing the prizes, and Sponsor shall have no liability in connection therewith or otherwise in connection with the Contest. Neither the Contest Entity nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer or television related to or resulting from participation in this Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Contest Entity's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of the Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Administrator reserves the right at its sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, the determination of the winners will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as the Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

DISPUTES: Entrants and guests agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest for the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in Davidson County, Tennessee; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Contest Entity in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

OFFICIAL RULES: For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to: Rock The Ocean Foundation, 1212 8th Avenue South, Nashville, TN 37203. Contest entrants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever.

WINNER LIST: A winner list is available only within sixty (60) days after the close of the Contest. Mail request to Contest Winner, CONTEST: Rock The Ocean Foundation, 1212 8th Avenue South, Suite 102, Nashville, TN 37203. In order to obtain a winner list, where permitted by law, send your written request and a self-addressed, stamped envelope (residents of VT and WA may omit return postage).

MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or Contest Entity, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Contest Entity or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

SPONSOR/ADMINISTRATOR: Rock The Ocean Foundation, 1212 8th Avenue South, Suite 102, Nashville, TN 37203