

SWEEPSTAKES OFFICIAL RULES

WIN A VIRTUAL MEET & GREET WITH COLE SWINDELL AND SUPPORT THE RED CROSS

WIN A VIRTUAL MEET & GREET WITH COLE SWINDELL AND SUPPORT THE RED CROSS SWEEPSTAKES DRAWING – A PROMOTION TO BENEFIT AMERICAN RED CROSS, A CHARITABLE ORGANIZATION (the "Sweepstakes")

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS SUBJECT TO APPLICABLE FEDERAL, STATE, PROVINCIAL, TERRITORIAL AND LOCAL LAWS, REGULATIONS AND ORDINANCES.

Please read these Official Rules. By participating in the WIN A VIRTUAL MEET & GREET WITH COLE SWINDELL AND SUPPORT THE RED CROSS Sweepstakes (this "Sweepstakes"), you unconditionally agree to these Official Rules and all decisions by Looped ("Sponsor"), which are final and binding in all matters related to these Sweepstakes.

1. **ELIGIBILITY:** Sweepstakes is open only to legal residents of the United States and the District of Columbia. All Sweepstakes entrants must be 18 years of age or older as of the date of the prize drawing.

Sweepstakes is void anywhere OUTSIDE THE UNITED STATES.

Participants are responsible for reviewing specific restrictions on sweepstakes entry and/or eligibility to receive a sweepstakes prize in their state of residence.

Directors, officers, and employees of Sponsor and their respective parents, affiliate companies, subsidiaries, agents, advertising, fulfillment, marketing and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as their immediate family members (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible to participate in the Sweepstakes.

2. **PROMOTION PERIOD:** The Promotion begins at 9:00am EST on 07/06/2020 and ends at 11:59pm EST on 07/10/2020 ("Promotion Period"). Sponsor's server and computer clock is the official time-keeping device, and Sponsor's decisions are final and binding.
3. **HOW TO ENTER THE SWEEPSTAKES:** You may enter by either method described below, (or a combination of the methods). Please read carefully the detailed instructions for both methods of entry:

- (a) **Entry with Donation.** To enter by making a donation, go to redcross.rallyup.com/kpentertainment (the "Promotion Site") and follow the on-screen instructions to make a donation online with your credit card. Donation entries will receive the applicable number of entries set forth next to the donation amount in the table below:

Donation Amount	Number of Entries
\$10	10
\$25	30

\$50	75
\$100	200

Donations must be in the exact amounts set forth in the table above. All donations must be made online at the Promotion Site via credit card and must be processed completely before the expiration of the Promotion Period. Donations not completed by the end of the Promotion Period will not count as entries. Donations made by means other than by credit card at the Promotion Site, including, but not limited to, donations by cash, checks and/or money orders, are not eligible and will not be counted as entries. No phone donations will be accepted. No illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned.

(b) To Enter without a Donation. To enter the Sweepstakes for free without making a donation to benefit the American Red Cross, visit the Campaign Page and scroll to the bottom to view the “Alternate Method of Entry” link. Click on the link to generate your free entry form and fax or email it per the instructions provided. Your free entry form must be received by the date stated on the instructions. Only one (1) entry form per person will be accepted. PARTICIPATION IN THE SWEEPSTAKES IS VOLUNTARY AND DOES NOT REQUIRE YOU TO PURCHASE ANYTHING FROM SPONSOR, NOR TO MAKE A DONATION TO THE CHARITY.

Limit of one free entry per person/household for each Sweepstakes. Each free entry submitted will receive entries equal to the average number of entries received by those who made donations for the Sweepstakes. If the average number of entries by donation is not a whole number, your average number of entries received will be rounded up to the next whole number. (Example: 2.3 entries will be rounded up to 3 entries.)

Those who do not follow all of the instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation was charged (if entry via donation method) or by the account holder of the e-mail address used to enter. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winner(s) may be required to show proof of being the credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the Potential Winner(s) will be disqualified. Those who do not follow all of the instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, corrupted, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation was charged (if entry via donation method) or by the account holder of the e-mail address used to enter. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to

show proof of being the credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the potential winner will be disqualified. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. By registering, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the participant. No copies, facsimiles, illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address.

SPECIAL NOTE ABOUT TAXES: Donations made in this Sweepstakes may not be tax-deductible in your jurisdiction and the winner's prize may be taxable in your jurisdiction. Each winner of a prize is responsible for reporting and paying all taxes associated with his/her receipt of such prize. Sponsor will report taxes as required by any applicable law. The Sweepstakes winner will not receive the difference between the actual retail value and approximate retail value. Consult a tax professional. You agree that Sponsor is not providing any accounting, tax or legal advice.

4. **SELECTION WINNERS AND ODDS OF WINNING:**

Sponsor or its representative will conduct a random drawing, and will award the prizes, each as listed in section 5 below, on or about 03:00pm EST on 07/13/2020 from all eligible entries received for each drawing to determine the potential winner(s) ("Potential Winners"). Entries are subject to verification by Sponsor, and Potential Winners are not final winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to rule 6. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing. Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

5. **PRIZES:**

Fifty (50) winners will receive:

A one-minute virtual meet & greet session with Cole Swindell hosted on the incredible new app Looped. Winners may also receive a digital copy of their recorded meet & greet sessions. Prize value: \$500

Limit of one (1) prize per person/authorized account holder in the Sweepstakes.

Restrictions and Limitations: In the event that Sponsor is unable to provide a winner with his/her prize(s), Sponsor may elect, in its sole and absolute discretion, to provide winner(s) with an alternate prize of equal or greater value. If the Sweepstakes Prize (or part of the prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law. No more than the stated number of prizes will be awarded. Sponsor reserves the right to award only the stated number of prizes in accordance with the winner selection method described in these Official Rules from among all eligible claimants making purportedly valid claims. No other substitution, assignment or transfer of the Sweepstakes prize is permitted, and the Sweepstakes prize cannot be redeemed for cash. Sponsor is responsible only for prize delivery and not prize utility. If a winner declines a prize for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. Taxes and fees, if any, are the sole responsibility of each winner. **The prizes are provided as-is with no guarantee. All warranties, whether express**

or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by the released parties. All prize details are at sponsor's sole discretion. Any costs and expenses associated with prize acceptance and use not specified herein as being provided are winners' sole responsibility.

NEITHER SPONSOR NOR CHARITABLE BENEFICIARY SHALL HAVE LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER PDAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OR RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE SWEEPSTAKES WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES: SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

Potential Winner(s) will be notified by email or phone within five (5) business days after being selected in a drawing by Sponsor or its representative. POTENTIAL WINNERS ARE NOT WINNERS OF ANY PRIZE UNTIL THEIR ELIGIBILITY HAS BEEN VERIFIED AND THEY HAVE RECEIVED NOTICE FROM SPONSOR THAT THEY HAVE WON A PRIZE, even if any information on Sponsor's website on any other location indicates that an entrant has won.

Potential Winner(s) may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within forty-eight (48) hours after Sponsor attempts notification, is ineligible to win a prize for any reason, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries. Only 1 alternate drawings for substitute Potential Winners will be held, after which the prize will remain un-awarded. At Sponsor's discretion a background check may be performed which the winner would have to pass in order to receive the prize.

7. USE OF NAME AND LIKENESS: Unless it is otherwise prohibited by law, by accepting any prize, each winner expressly grants to Sponsor, and charitable beneficiary, and their respective designees, to use and publish his/her name, likeness, and photograph for advertising, promotional, publicity and other purposes in connection with this Sweepstakes ("Advertising") in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law). Each winner further agrees to execute any specific consent needed or requested by Sponsor, charitable beneficiary or their designees in furtherance of such use. All copyright, trademark or other intellectual property rights in such advertising not owned by the charitable beneficiary shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law.

8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: Sponsor, and charitable beneficiary, and their respective parents, affiliates, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, corrupted, mistyped, misaddressed or misdirected entries, emails, mail or communications; (b) errors (including printing), omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; (c) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on an entrant's computer; and (d) errors in the

administration of this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, in its sole discretion, to disqualify entrants who tamper with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials. The Released Parties are not responsible if any prize cannot be awarded due to travel or event cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism.

By participating in this Sweepstakes, you agree to a) comply with and be bound by these Official Rules and the decisions of Sponsor, which is binding and final in all matters relating to this Sweepstakes; and b) to defend, indemnify, release and hold harmless the Released Parties from and against any claim or cause of action, including but not limited to, personal injury, death, damage to or loss of property, a privacy violation that may arise out of your participation in the Sweepstakes, or your receipt or use or misuse of any prize.

9. **DISPUTES:** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of NY; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes, and waive 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.** You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws in NY, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the state of NY.
10. **CAUTION:** Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. **ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
11. **ENTRANT'S PERSONAL INFORMATION:** By entering this Sweepstakes, you, entrant, consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.

12. **PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor, and their agents to administer this Sweepstakes, contact entrants, and for the other purposes set forth in the Sponsor's Privacy Statement found on its website. By entering this Sweepstakes, you agree to and accept that privacy policy.
13. **OFFICIAL RULES/WINNERS LIST:** For a copy of the Official Rules, visit redcross.rallyup.com/kpentertainment or send a self-addressed, stamped envelope for receipt by 07/10/2020 to Sponsor's address below. Vermont residents may exclude return postage on requests for Official Rules. The name of the Sweepstakes winner will be available shortly following the drawing date and for 180 days thereafter. For a winners list, send an email to Sponsor.
14. **SPONSOR:** Looped, 2373 Broadway, #1723, New York NY 10024
15. **BENEFICIARY/CHARITY:** The American Red Cross. The American Red Cross is a 501(c)(3) charitable organization.

© 2020 Rallyup.com, Inc. All rights reserved. Any trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.