

## **KORN "TICKETS 4 LIFE" OFFICIAL CONTEST RULES**

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

By entering this contest, all entrants agree to abide by these Official Contest Rules, waive any rights to claim ambiguity with the rules, and agree that the decision of the Sponsor is final in all matters relating to this contest. Void where prohibited by law, or where the registration or filing requirements of any federal, state, provincial, municipal or local law have not been complied with.

**ELIGIBILITY:** The KoRn "Tickets 4 Life" Contest ("Contest") begins on Monday, September 25, 2023, Eastern time and ends on Thursday, November 30, 2023, Eastern time. The Contest is open to legal residents of the 50 United States, who are 21 years of age or older at time of entry. Void where prohibited. You are not eligible to enter the contest if you are an employee of The KoRn Partnership ("Sponsor," "we," "us," "our") or its respective parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the "Sponsor Affiliates"), or an employee, agent, director, or officer (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or same household) of Sponsor or any Sponsor Affiliate.

**TO ENTER:** To enter, you must submit a photo or short video of you using KoRn official *Follow The Leader* Eyeshadow Palette ("Palette Materials") as instructed on:

<https://kornofficial.com/contest/>

You may submit as many Palette Materials as you wish, but each photo and/or video may be submitted only once. Each photo and/or video must be submitted as a separate entry. Illegible and incomplete entries are void and will not be reviewed. Sponsor is not responsible for lost, late, mutilated, misdirected entries or entries not received regardless of cause. The Palette Materials become the property of Sponsor and will not be returned.

**JUDGING:** KoRn, and its qualified representatives will judge the Palette Materials based on originality and creativity and determine one (1) prize winner ("Winner").

**PRIZE:** The Winner will receive two (2) tickets to future performances by the artist professionally known as "KoRn" for life. The tickets are only valid on show dates specified and approved by Sponsor, and specifically exclude festivals.

Prize Estimated Value: \$150.00 United States Dollars

Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied in connection with this Contest or any prize. Prize details and availability are subject to change at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not specifically included are the sole responsibility of the Winner, including but not limited to travel and transportation to and from show venues, identification, passport and visa requirements.

**NOTIFICATION:** Winner will be notified by using contact information provided or collected at time of entry. The Winner will be subject to proving eligibility, including, but not limited to, verification of the Winner's name, age, and social security number. If Winner cannot furnish verifiable and valid proof of age

within twenty-four (24) hours after being notified of winning the sweepstakes or Winner cannot be contacted within a reasonable period of time, an alternate Winner may be chosen from among the eligible entries received, in the Sponsor's sole discretion. Void where prohibited and restricted by law. Additional restrictions may apply.

**PUBLICITY & MARKETING:** Acceptance of any prize constitutes permission to the Sponsor to use your name, voice, statements, image and likeness for purposes of advertising and trade, and/or the Winner's Palette Materials or excerpts from the Palette Materials in any medium, without further compensation or notice, unless prohibited by law. Submission of your contact information in connection with this Contest (whether or not required), including name, mailing address, phone number, and email address, constitutes permission for Sponsor to add you to Sponsor's contact database and to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at [www.kornofficial.com](http://www.kornofficial.com)) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

**NO LIABILITY & INDEMNIFICATION:** Sponsor and Sponsor Affiliates are not responsible for, and entrants release each from any failures of any kind (whether caused by computer, technical, or human error), that may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Contest, or Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Contest in the manner intended. Entrants further release and agree to indemnify Sponsor and Sponsor Affiliates from any and all liability, claims or actions of any kind whatsoever arising from injuries, damages, or losses to persons or property which may be sustained in connection with this Contest including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Official Contest Rules or any other materials disseminated by Sponsor; and (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an entrant or Sponsor.

**OTHER TERMS:** Decisions of Sponsor and/or Artist on all matters related to the Contest are final. Sponsor reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Contest Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

**JURISDICTION:** Any claims or lawsuits related to the Sweepstakes brought against any Sponsor shall be brought in the federal or state courts of the State of California. By participating in the Sweepstakes, you agree to the jurisdiction and venue of such courts and waive all objections to such jurisdiction and venue.

**WINNER LIST:** To obtain the name of the Winner send a self-addressed stamped envelope (residents of Vermont may omit return postage) to: **KoRn Tickets 4 Life Contest**, c/o Velvet Hammer, 9014 Melrose Avenue, West Hollywood, CA 90069. Requests must be received by December 31, 2023.

**AFFIDAVIT OF ELIGIBILITY AND  
LIABILITY & PUBLICITY RELEASE**

Sponsor: The KoRn Partnership

Promotion: **KoRn Tickets 4 Life Contest**

Name of Winner:

I, the undersigned, understand that my entry has been selected and verified as a prize winner in the **KoRn Tickets 4 Life Contest** (the "Promotion"). I am submitting this affidavit with the understanding that it will be relied upon to determine my eligibility in the Promotion.

I represent that I am a U.S. citizen residing in the state of \_\_\_\_\_. I affirm and represent that I have complied with all the Official Contest Rules and regulations of the Promotion and that I have committed no fraud or deception in entering the Promotion or in claiming any prize. I further represent that I am not an employee of the Sponsor or of any other entity stated in the Official Contest Rules whose employees are not eligible to enter the Promotion or a member of the family of any such employee.

I understand that I am entitled to receive only the announced prize and that prizes are non-transferable and no substitutions will be made except at the sole discretion of the Sponsor or as provided in the Official Contest Rules.

I hereby certify that my entry to the Promotion is my original work and does not infringe on the legal rights, including intellectual property rights, of any third party. I hereby grant to Sponsor and its affiliates and licensees the absolute right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in my entry, in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.

I hereby give my consent to the Sponsor for the use of my name, voice, statements, image or likeness, in any form, without further obligation to me, in any advertising and promotional materials of the Sponsor in any medium, including on the Internet, without territorial, time, use or other limitation except as prohibited by law.

I understand and acknowledge and hereby, for myself, my heirs, executors, administrators, and other representatives do waive and release any and all rights, claims and causes of action whatsoever I may have against the Sponsor for any matter, cause or things whatsoever arising out of my participation in this Promotion and my acceptance and utilization of any prize that I win in the Promotion.

I also acknowledge that I am solely responsible for all federal, state and local taxes due as a winner of this Promotion, as well as obtaining and paying for any life, travel, accident, property or other insurance related to the use of the prize. I recognize that I may wish to seek independent counsel to determine the full extent of my tax liability under state federal laws and regulations. I acknowledge and agree that I am responsible for all other expenses that may become due because of my winning a prize.

I hereby agree that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, merchantability, fitness for a particular purpose or mechanical condition.

I agree to return immediately upon demand to the Sponsor any prize or the value of said prize that has been or may be awarded to me if any statement made by me in this affidavit is false.

I warrant and represent that I am at least 21 years of age.

I declare that all information I submit in this affidavit is true and correct. I attest that I have read, or have had read to me, and understand all the foregoing provisions of this affidavit, prior to its execution, and agree to bound by them.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**DATE OF BIRTH** \_\_\_\_\_

## EXPRESS DECLINATION OF PRIZE

Sponsor: The KoRn Partnership

Promotion: **KoRn Tickets 4 Life Contest**

Name of Winner:

I, the undersigned, understand that my entry has been selected and verified as a prize winner in the **KoRn Tickets 4 Life Contest** (the "Promotion"). I understand that my prize is:

Two (2) tickets to future performances by the artist professionally known as "KoRn" for life (the "Prize"). I acknowledge that I have forfeited the Prize and all rights thereto, and that I will not receive any alternate or substitute prize or cash as a result of my declination of the Prize.

I affirm and represent that my decision to decline the Prize was and is entirely voluntary, and I submit this Affidavit and Release with the understanding that it is being relied upon by the Sponsors, and that an alternate winner may be selected to receive the Prize.

I hereby waive and release, for myself and my heirs, legal representatives, successors and assigns, any and all claims I may have against the Sponsors, their employees, officers, directors, agents, and representatives for any and all losses, injuries, harm, costs, or damage related to the Promotion or the Prize.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**DATE OF BIRTH** \_\_\_\_\_