

LAND THE BIG GIG® CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST.
A PURCHASE OR PAYMENT WILL NOT INCREASE
A BAND MEMBER'S CHANCES OF WINNING.**

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OLD AS OF DATE OF ENTRY.

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in this Contest constitutes Participant's full and unconditional agreement to these Official Rules and the Promoter's decisions, which are final and binding in all matters related to this Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein.
- 2. CONTEST PERIOD AND PHASES:** The Land the Big Gig® Contest begins on April 12, 2016 at 12:01 AM Central Time ("CT") and ends on June 30, 2016 at 7:00 PM CT (the "Contest Period").
 - A.** The "Contest" consists of the following "Phases":
 - i.** A "Submission Phase" which begins on April 12, 2016 at 12:01 AM Central Time ("CT") and ends on May 12, 2016 at 12:00 PM (noon) CT. During the Submission Phase, an eligible "Band" may upload an "Audio File," defined in Section 5, and on the www.LandTheBigGig.com (the "Website").
 - ii.** A "Public Voting Phase" which begins on May 13, 2016 at 1:00 PM CT and ends on June 2, 2016 at 11:59:59 PM CT. The ten (10) bands with the most legitimate public votes from all of the eligible bands entered during the Submission Phase will be selected as the "Semi-Finalist Bands".
 - iii.** A "Judging Phase" begins on June 10, 2016 at 10:00 AM CT and ends on June 15, 2016 at 5:00 PM CT. During the Judging Phase, a panel of expert judges (the "Semi-Finalist Judges") will judge each Semi-Finalist Band to determine the three (3) "Finalist Bands".
 - iv.** The Promoter will announce the three (3) Finalist Bands on or about June 15, 2016 at 12:00 AM (mid-night) CT on the website.
 - v.** The three (3) Finalist Bands will each perform three (3) songs at Milwaukee's Summerfest®, *The World's Largest Music Festival*® ("Summerfest") on Thursday, June 30, 2016. A panel of expert judges (the "Finalist Judges") will judge each band performance during Summerfest and select a Grand Prize Winner, First Prize Winner, and Second Prize Winner.
- 3. PROMOTOR/SPONSOR(S) (collectively "Contest Entities"):** The Promoter of the Land the Big Gig (LTGB) is Journal Sentinel, Inc., 333 W. State St, Milwaukee, WI 53203, its parent, subsidiaries, directors and officers. The sponsor(s) of the Promotion are Milwaukee World Festival, Inc./Summerfest, 200 N. Harbor Drive, Milwaukee, WI 53202, PepsiCo, Inc./Pepsi Beverages Company, 1475 E Woodfield Rd., Schaumburg, IL 60173.

- 4. ELIGIBILITY:** The Contest is open only to eligible Band Members who are only eighteen (18) years of age or older as of the date of entry and who are legal United States residents, who are physically residing in one (1) of the 48 contiguous United States or District of Columbia. Any Band Member who, at any point during the contest period, is under a music recording contract (written or oral), or any other contractual arrangement that would prohibit a band member from fully participating in the contest, is not eligible to participate in the Contest. Void in Alaska, Hawaii, Puerto Rico, all U.S. territories and possessions, overseas military installations and where prohibited or restricted by law. Employees of the Promoter, the Sponsor(s), and/or any of their parent and affiliates, subsidiaries and related companies, directors, officers as well as their immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household, whether or not related, (collectively "Contest Entities") are not eligible to enter or win.

Participants are required to provide truthful information and the Promoter will reject and delete any entry that it discovers to be false or fraudulent. The Promoter will disqualify any entry from individuals who do not meet the eligibility requirements, and the Promoter will also delete any entry knowingly received from persons under the age of 18 in compliance with the Children's Online Privacy Protection Act and as otherwise required by law.

- 5. HOW TO ENTER THE CONTEST:** During the Submission Phase, a band may only enter the contest by logging on to the website (www.landthebiggig.com). Each band member must satisfy all of the eligibility requirements set forth in Number 4 of these official rules. For purposes of these official rules, a soloist will be considered to be a band. After logging on to the website, the band representative must create an audio profile page by following the instructions on the website. The representative's address will be considered to be the Band's city of origin. The representative must then upload an audio file which consists of **one (1) original song**. As part of the registration, the composer(s) of the original song must be a member of the band and represent and warrant that he/she/they, are not a party to a publishing agreement, and/or an assignment or transfer agreement which would prohibit the use of the original song, as provided herein. In-studio-shot, produced or otherwise digitally altered or manipulated audio files will not be allowed.

By entering an audio file into the contest, the representative hereby legally represents and warrants to Promoter that all of the band members comply with the eligibility requirements, all of the band members consent to having the audio file posted on the website and all of the band members consent to entering this contest. Finally, the representative will be required to provide an artist description (described in Number 6) of the band which provides information about the band and the title of the original song played by the band in the audio file.

The audio file and artist description must comply with the submission guidelines and requirements set forth in Number 6 of these official rules. During the submission phase, the Promoter will review each audio file and artist description and provide the representative with an e-mail stating whether or not the audio file and artist description comply with the submission guidelines and requirements. This e-mail is an initial e-mail only and does not waive these requirements should a band later be found to be ineligible; the band is still subject to compliance with these official rules to be eligible for a prize.

Limit one (1) entry per band. This means that each band may only enter one (1) original song into the contest and may submit only one (1) audio file and artist description during the contest period. All audio files and artist descriptions must be received prior to the end of the submission period. Once submitted, the audio files and artist descriptions may not be changed or altered by the representative. Note that an individual may NOT appear as a soloist and a band member and/or a member of more than one (1) band.

6. SUBMISSION GUIDELINES AND REQUIREMENTS FOR AUDIO FILE AND ARTIST DESCRIPTIONS:

- The artist description must be in English;
- The artist description must not exceed 300 characters;
- The audio file must not exceed 50 MB;
- The audio file must be in any one of the following file formats: .mov, .mpg, .wmv or .mp4;
- The audio file must be no more than four (4) minutes in length in its entirety;
- **The audio file and artist description must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;**
- The audio file must contain an original song performed by the band and ownership rights of the recording;
- The audio file and artist description must not contain copyrighted materials owned by others (including but not limited to music, photographs, and other works of art or images published on or in websites, television, movies or other media);
- The audio file and artist description must not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- The audio file and artist description must not communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoter wishes to associate;
- The audio file must have the voices of and music of band members *only*. The Promoter, in its sole and absolute discretion, may elect to disqualify a audio file if it believes that the recording contains other human beings that are not band members;
- The audio file and artist description must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortuous, defamatory, slanderous or libelous;
- The audio file and artist description must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The audio file and artist description must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the audio file and artist description are created.

7. **GENERAL AUDIO FILE TERMS:** Audio Files generated by script, macro or other automated means are void. By entering the contest, each band grants the Promoter a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display its audio file in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Each Band must own its audio file and no other person or entity may have ownership of the

audio file. Ownership of the audio file will remain with the band unless all of the band members sign the Affidavit of Eligibility/Liability & Publicity Release and/or rights transfer document as set forth below which is a requirement for becoming a band finalist. Promoter reserves the right, in its sole discretion, to assign an icon or image of its choosing to the audio file for its posting as an entry into the contest on the website.

8. SELECTION OF THE CONTEST SEMI-FINALISTS, FINALISTS AND CONTEST PRIZE WINNERS:

A. Selection of the Semi-Finalist Bands: At the end of the Submission Phase, the public will be able to vote for their favorite bands. The ten (10) eligible bands that receive the most votes during the Public Voting Phase will be selected as potential semi-finalist bands. In case of any ties, the Promoter shall break that tie using the Judging Criteria set forth in Section 8D, as determined by the Promoter in its sole and absolute discretion. **All Semi-Finalist bands are subject to review and confirmation of their compliance with these official rules.**

B. Video submission

If Voted a Top 10 Finalist: In order to qualify for the Land the Big Gig concert, the top 10 semi-finalists, chosen through public voting, must submit a video of a full, 1 song live performance. In-studio-shot, produced or otherwise digitally altered or manipulated audio files will not be allowed. Artists voted in to the top 10 will be contacted by a member of the Land the Big Gig staff and provided instructions for submitting the live performance video. All top 10 semi-finalists will have a 48-hour window from the time of initial contact to submit a live performance video, uploaded online. Failure to submit your video will result in disqualification and the artist with the next highest amount of votes will be contacted.

A panel of Wisconsin music industry professionals will watch and analyze each performance video and through a voting scale will determine the top 3 artists who will perform at the Land the Big Gig concert on Thursday, June 30, 2016.

C. Selection of the Finalist Bands: During the Judging Phase, the semi-finalist judges will score each semi-finalist band according to the following judging criteria: (1) Vocal quality: pitch, tone, phrasing, dynamics, harmonies, - 25% (2) Crowd appeal, - 25% (3) Musicianship of performers, - 25% (4) Musical composition, originality and arrangement, - 25%; The three (3) semi-finalist bands with the highest scores will be declared potential finalist bands. In case of any ties, the Promoter shall break that tie using the judging criteria set forth in Section 8D, as determined by Promoter in its sole and absolute discretion. **All finalist bands are subject to review and confirmation of continued compliance with these official rules.**

D. Judging and Selection of the Contest Grand Prize, Contest First Prize, and Contest Second Prize Winners: Each of the finalist bands will be required to perform at Summerfest, on Thursday, June 30, 2016 at a time to be determined by the Promoter in its sole and absolute discretion. If a finalist band is unable to perform as required by the Promoter, then the band will be disqualified and the band with the next-highest score assigned by the semi-finalist judges during the judging phase will be selected as a finalist band. The finalist judges will score each

finalist band according to the following judging criteria: (1) Vocal quality: pitch, tone, phrasing, dynamics, harmonies, - 25% (2) Crowd appeal, - 25% (3) Musicianship of performers, - 25% (4) Musical composition, originality and arrangement, - 25%. The finalist band with the highest finalist judges' score will be selected as the Grand Prize Winner, the First Prize Winner will be the finalist band with the next highest score, and the Second Prize Winner will be the finalist band with the next highest score. If there is a tie, then the finalist band with the highest score in the "Crowd appeal" criterion will be the prize winner. If there is still a tie, then the finalist band with the highest score in the "Musical composition, originality and arrangement" criterion will be the prize winner. If there is still a tie, then the finalist band with the highest score in the "Musicianship of performers" criterion will be the prize winner. The winners will be announced after all three (3) finalist bands have performed on June 30, 2016 at Summerfest.

Note that during each finalist band's performance, the finalist band will use the following equipment or equipment of similar quality or suitable replacements will be supplied:

- Two (2) - 65 Fender Twin
- One (1) - Super Reverb
- One (1) - 1-65 Deluxe Rever
- One (1) - 1- 1200 Watt Fender Bass Head
- Two (2) - Ampeg 4X10 CABINET
- One (1) - JVM 210 H 100 Watt All Valve Head
- One (1) - 1960A 300W 4x12 angle cabinet
- One (1) - 5 pc. Pearl drum set with Zildjian cymbals
- *Subject to availability*

9. PRIZES:

- A. Contest Grand Prize (1):** The one (1) Contest Grand Prize winning Band will receive: Twenty Thousand Dollars (\$20,000) divided equally amongst all Band Members and awarded in the form of checks made payable to each Band Member. For example, if the Contest Grand Prize winning Band has four (4) Band Members, each Band Member will receive a check in his/her name for Five Thousand Dollars (\$5,000).
- B. Contest First Prize (1):** The one (1) Contest First Prize winning Band will receive: Five Thousand Dollars (\$5,000) divided equally amongst all Band Members and awarded in the forms of checks made payable to each Band Member. For example, if the Contest First Prize winning Band has four (4) Band Members, each Band Member will receive a check in his/her name for One Thousand Two Hundred Fifty Dollars (\$1,250).
- C. Contest Second Prize (1):** The one (1) Second Prize winning Band will receive: Twenty-Five Hundred Dollars (\$2,500) divided equally amongst all Band Members and awarded in the forms of checks made payable to each Band Member. For example, if the Contest Second Prize winning Band has four (4) Band Members, each Band Member will receive a check in his/her name for Six Hundred Twenty Five Dollars (\$625).
- D. Contest Finalist Prizes (3):** Three (3) finalists bands will each receive the

following:

- i. Transportation for each member of the finalist band up to six (6) members to Milwaukee, Wisconsin.
- ii. Hotel accommodations as needed during the execution of the contest. Exact hotel location is to be determined by the Promoter in its sole discretion.
- iii. Travel will be provided at the Promoter expense to and from certain Sponsor Contest events.
- iv. Additional promotional items may be provided to each finalist band member, determined at the Promoters discretion.

E. General Conditions: There will be no more than one (1) Contest Grand Prize Winner, one (1) Contest First Prize Winner, one (1) Contest Second Prize Winner, and three (3) Contest Finalist Bands. The Contest Grand Prize, Contest First Prize, and Contest Second Prize will be awarded by check with checks being made individually payable to each of the band members (funds will be divided equally among all band members). The Finalist Bands must participate in the Promoter Summerfest program in order to win a Contest Grand Prize, First Prize, or Second Prize.

10. PRIZE WINNER NOTIFICATION AND FULFILLMENT:

A. Finalist Bands: The Representative of each potential Finalist Band will be notified via e-mail at the e-mail address submitted when registering for the Contest and send him/her a winner notification e-mail if his/her Band is a potential Finalist Band ("Finalist Band Notification") along with an Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgment form ("Affidavit"). The Representative of a potential Finalist Band must reply to Promoter within two (2) days after notification or the Promoter may select an alternative Finalist Band.

If the potential Finalist Band or *any of its Members* is found to be ineligible or not in compliance with these Official Rules, declines to participate in Summerfest, or Promoter is unable to contact the Finalist Representative within two (2) days, or in the event that the Finalist Band notice confirmation is returned as undeliverable, the Band's opportunity to be a Finalist Band will be forfeited and the Band with the next highest Semi-Finalist Judges' score will be a Finalist Band. The Promoter will not be required to contact more than three (3) Bands as replacement Finalist Bands for disqualified Bands. Each member of the Finalist Band may be required to furnish proof of identification. Failure to execute and return the Affidavit within two (2) days, in accordance with the Promoter directions may result in the Band's opportunity to be a Finalist Band to be forfeited and the Band with the next highest Semi-Finalist Judges' score will be a Finalist Band. Also, if a Finalist Band wins the Grand Prize, First Prize, or Second Prize, each of its members may be required to sign a second Affidavit to acknowledge acceptance of such prize.

In the event an individual Band Member(s) is/are unavailable to perform at Summerfest after the Band has been confirmed as a Finalist Band, due to extenuating circumstances, the Promoter may, in its sole and absolute discretion, allow for the Band to substitute the Band Member(s).

B. Conditions on Travel-related Prize Elements: Travel is subject to the restrictions and conditions set forth below. The Finalist Band Members must be prepared to leave for Milwaukee, Wisconsin on Tuesday, June 28, 2016 and return from Milwaukee, Wisconsin on Friday, July 1, 2016 and attend Summerfest at times designated by the Promoter (the "Trip"). All Trip-related travel arrangements will be administered by the Promoter authorized designee. Travel is subject to capacity controls, availability, blackout dates and certain other restrictions, all of which are subject to change. All members of a Finalist Band will be required to travel on identical itineraries including, but not limited to, the same flight, the same departure date and return date. The Finalist Band Members are each solely responsible for obtaining any necessary travel documents (*i.e.*, valid, government-issued photo identification, and other related documents required for travel). If a Finalist Band has less than six (6) Members, no additional compensation will be awarded for having less than six (6) members. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at the Promoter's sole discretion. All airline tickets issued in conjunction with Trip are not eligible for upgrades, frequent flyer miles or any other contest benefit. Promoter will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Finalist Band Members possession. Travel must be roundtrip. Promoter will determine flight itinerary in its sole discretion. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Promoter in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Promoter air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier.

C. All expenses not specifically mentioned in Section 10 above and herein are not included and are solely the responsibility of each Finalist Band Member, including, but not limited to: round trip transportation between the person's residence and the departure airport, alcoholic and non-alcoholic beverages, meals, incidentals, gratuities, incidental and personal expenses, laundry service, merchandise, mini-bar, parking, room service, service charges, souvenirs, telephone calls, any unspecified state or local taxes or government surcharges or fees, service charges, facility fees, security fees, passenger tariffs or duties, and all other expenses incidental to the acceptance, participation in and enjoyment of the Trip (as defined herein). The Promoter will not provide travel insurance.

Prize is subject to availability. If winner Finalist Band cannot travel on date(s) specified by the Promoter, the Finalist Band may be disqualified, and an alternate Finalist Band may be selected (time permitting) in Promoter's sole discretion. Each representative of a Finalist Band may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the Finalist Band's stay.

D. General Conditions on all Prizes: Contest Entities shall not be held responsible for any delays in awarding prizes for any reason. Prizes will only be awarded to verified winners. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Promoter who reserves the right to substitute prize of equal or greater value in case

of unavailability of prize or force majeure. If Summerfest is postponed or cancelled for any reason, Promoter may provide the Finalist Band Members with the cash equivalent of the Trip and no other prizes.

E. Liability and Indemnification:

- i. **Liability:** Summerfest is owned, operated, and produced by Milwaukee World Festival, Inc. (MWF). Damages to the stage, equipment or properties of MWF caused by the Finalist Band Members, either intentionally or through negligence, is the responsibility of the Finalist Band Members. MWF assumes no responsibility for equipment, costumes, etc., utilized by the Finalist Band Members. The Finalist Band Members shall inspect and review the stage set-up prior to their performance to make certain that the equipment location and set-up shall not interfere with them during their Performance. MWF assumes no responsibility for accident, damage to property, or injury resulting from the location and set-up of the Finalist Band Members equipment.
- ii. **Indemnification:** The Finalist Band Members agree to indemnify and hold MWF harmless from and against any and all liability, claims, damages, penalties, litigation, costs and expenses, including reasonable attorney's fees, of whatever kind, to persons or property, which are directly or indirectly the result of their acts or omissions.

F. Ownership of Marks: *Summerfest*, the *Smile* logo, *The World's Largest Music Festival* and the *Big Gig* are registered marks or trade names owned by MWF and any registrations thereof, remain, and constitute their sole and exclusive property of MWF ("Marks"). The Finalist Band Members agree:

- i. Not to use the Marks on any artist Merchandise, sound recordings in any format, film, video recordings, or cover art, unless specifically approved in advance, in writing, by MWF;
- ii. Not to attack, assert any interest in, or infringe upon the title or any rights to the Marks;
- iii. Not to file applications to obtain registrations of the Marks or of any other marks or trade names confusingly similar to the Marks; and,
- iv. That all rights and proprietary interests in the Marks are reserved by MWF for its sole use and benefit.

11. TAXES AND OTHER EXPENSES: EACH POTENTIAL PRIZE WINNER IS SUBJECT TO THE EXPRESS REQUIREMENT THAT HE/SHE SUBMITS TO PROMOTER ALL DOCUMENTATION REQUESTED BY PROMOTER TO PERMIT PROMOTER TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF EACH BAND MEMBER. THE VALUE OF EACH PRIZE WILL BE ALLOCATED TO EACH BAND MEMBER EQUALLY.

12. PRIVACY: Each Participant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest. Further, this data may also be used by Promoter to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prize as well as to deliver the applicable prize, in accordance with Promoter's privacy policy found at www.LandtheBigGig.com. If a Participant does not provide the required data when requested, that Participant will be ineligible for any prize.

13. ELIMINATION: Any false information provided within the context of the Contest by any Participant concerning identity, mailing address, telephone number, e-mail address, ownership of right or any other non-compliance with these Official Rules or the like may result in the immediate elimination of the Participant and/or entry from the Contest. Any Participant suspected of or found by Promoter to be entering votes by automatic, programmed, script, bot, third-party or otherwise fraudulent method, in Promoter's sole discretion, will be disqualified and all votes made by such methods will be discounted. If a Participant is suspected of submitting fraudulent votes or of inciting others to submit fraudulent votes on his/her behalf, such votes will be discounted and that Participant may be disqualified and his/her Entry removed, in Promoter's sole discretion. Position of an Audio File or Band Profile on the Website or any related viewing gallery is random and in no way indicative of vote counts or a Band's standing in the Contest.

Promoter reserves the right to disqualify any person found or suspected of tampering with the entry process or the operation of this Contest, to be acting in violation of these Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If a Finalist Band is disqualified and the Promoter in its sole and absolute discretion believes it is not able to replace the Finalist Band in time for the June 30, 2016 performance, then the Promoter will not be required to replace the Finalist Band.

14. LIMITATION OF LIABILITY: Contest Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Contest Entities are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Contest and/or accepting the Prize. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Contest, the Participant's sole remedy is to submit another entry in the appropriate contest/drawing. If, for any reason, the Contest is not capable of running as planned, Contest Entities reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Winners, in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

ALL WINNERS ACKNOWLEDGE THAT PRIZES ARE AWARDED AS-IS. CONTEST ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO

APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION LAWS) OR NONINFRINGEMENT AS REGARDS TO THE PRIZES OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

Contest Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By entering the Contest, each Participant agrees: **(i)** to be bound by these Official Rules and by all applicable laws and decisions Promoter which shall be binding and final; **(ii)** to waive any rights to claim ambiguity with respect to these Official Rules; **(iii)** to waive all of his/her rights to bring any claim, action, or proceeding against any of the Contest Entities in connection with the Contest; and **(iv)** to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Contest Entities and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Participant's entry, participation or inability to participate in the Contest, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Contest Entities control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Contest Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Contest Entities or by a Participant, (j) interruption or inability to access the Contest, the Website or any

other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, or any of their agents or employees, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), (q) the collection, use and/or sharing of Participant's personally identifiable information by Contest Entities or their designees or (r) the negligence or willful misconduct by Participant.

15. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW, THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF MILWAUKEE, WISCONSIN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WISCONSIN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN MILWAUKEE COUNTY, WISCONSIN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

16. GENERAL: All federal, state, and local laws and regulations apply. Promoter reserves the right, to disqualify any Participant found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In case of a dispute as to the identity of a Participant, entry will be declared made by the authorized account holder of the e-mail account submitted at time of entry. "Authorized account holder" is defined as the natural person who holds the e-mail account. Void in all jurisdictions except those specifically included herein, including Puerto Rico, all U.S. territories and possessions, overseas military installations and wherever restricted or prohibited by law. In the event of any

conflict with any Contest details contained in these Official Rules and Contest details contained in Contest Materials (including but not limited to point of sale, television, and print advertising, packaging, and other Contest media), the details of the Contest as set forth in these Official Rules shall prevail.

17. WINNERS LIST: For the name of all Winners, send a self-addressed, stamped envelope to be received by August 15, 2016 to: Land the Big Gig Contest, Milwaukee Journal Sentinel, 333 W. State Street, Milwaukee, WI 53201

Customer service inquiries may be made at www.LandTheBigGig.com/contact.

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