

## BRELAND EP VIRTUAL LISTENING PARTY GIVEAWAY - OFFICIAL RULES

The BRELAND EP Virtual Listening Party Giveaway (the "Giveaway") is sponsored by Atlantic Recording Corporation, 1633 Broadway, New York, NY 10019 ("Atlantic") (the "Sponsor"), and promoted and operated through the Giveaway website located at <http://BRELAND.com/virtualshow> (the "Giveaway Site"). The Giveaway begins on May 21, 2020 at 10:00 a.m. Eastern Standard Time ("EST") (the "Start Date"), and ends on June 19, 2020 at 10:00 A.M. EST (the "End Date") (such period, the "Giveaway Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE GIVEAWAY, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS GIVEAWAY.

### 1. ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE GIVEAWAY.

**a. Eligibility in General.** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. The Giveaway is open to any individual who is, as of the Start Date, (i) a legal resident of one of the fifty (50) United States or the District of Columbia, excluding Puerto Rico, U.S. Virgin Islands and all other United States territories (the "Eligibility Area") and (ii) 18 years old or older. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, directors, shareholders, agents, and representatives of Sponsor, Warner Music Inc., and their respective affiliates (including without limitation, for Sponsor and Warner Music Inc., their respective labels and artists), licensors, and advertising and promotional agencies (the foregoing entities, the "Giveaway Entities") and the immediate family members and members of the same households of any such employees, officers, directors, shareholders, agents, and representatives, are not eligible to participate in the Giveaway in any manner except as otherwise expressly provided herein (e.g., as non-Entrant individuals judging Entries during specific stages of the Giveaway) or to win any prize. Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual to participate or continue to participate in the Giveaway, or to disqualify any individual it suspects to be tampering with the entry process or the operation of the Giveaway, or the Giveaway Site; to be in violation of any terms and conditions governing the Giveaway (collectively, "Terms of Use") or any of the privacy policies governing the submission of information in connection with the Giveaway (collectively, "Privacy Policy"); to be in violation of these Giveaway rules (the "Official Rules"); to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE GIVEAWAY SITE OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION. By participating in the Giveaway in any manner, you agree to be bound by these Official Rules and by all decisions of Sponsor, which decisions shall be final and binding in all respects. Sponsor reserves the right to disqualify any Entrant (as defined herein) if, in Sponsor's sole discretion, such Entrant is ineligible, unable, or unwilling to continue his or her participation in the Giveaway.

**b. Registering to Participate in the Giveaway.** Beginning on the Start Date, entrants desiring to enter the Giveaway ("Entrants") may enter (the "Entry") by: visiting the Giveaway Site to follow BRELAND and his playlist on Spotify, entering Entrant's data points (i.e. name, email, birth day and month, zip code, and country), and receive email updates.

After an Entrant submits the Entry, such Entrant will be entered into the Giveaway for a chance to win. Submitting one or more Entries will not increase the odds of winning the Prize. By participating in the Giveaway, each Entrant is confirming that they have read and agree to comply with: (i) these official rules; (ii) Atlantic's terms of use, located at <http://atlanticrecords.com/terms-of-use/>; (iii) Spotify's terms of use, located at <https://www.spotify.com/us/legal/end-user-agreement/>; and (vii) all other Giveaway requirements. Additionally, by participating in the Giveaway, each Entrant is confirming that they have

read and understand (i) Atlantic's privacy policy, located at <http://atlanticrecords.com/privacy-policy/>; and (ii) Spotify's privacy policy, located at <https://www.spotify.com/us/legal/privacy-policy/>. Joint entries are not accepted. Entrants may submit only one Entry. In the event of a dispute as to the origin of an Entry, the authorized account holder of the email address associated with the Entry will be deemed to be the Entrant. Each Potential Winner (defined below) may be required to show proof of being the authorized email address account holder, as determined by Sponsor in its sole discretion.

## 2. THE GIVEAWAY.

**a. Determining the Winner.** On or about June 3, 2020 (the "Winner Determination Period"), Sponsor will review eligible Entries for conformity to the rules and will select one thousand (1,000) potential winners (a "Potential Winner"). Entries will be judged on adherence to the rules and Potential Winners shall be selected from the first one thousand (1,000) Entries. For the avoidance of doubt, each Potential Winner will be selected only from amongst those who complied with all of the requirements for participation in the Giveaway. Once the Potential Winner completes the Clearance Process defined below (which may include submitting a fully completed Affidavit of Eligibility and Release) a Potential Winner will be named a "Winner." The Winner's Entry may be made available for public viewing via the Giveaway Site at any time after the Winner has been selected, in Sponsor's sole discretion. In connection therewith, no amounts or other consideration shall be due to Entrant for any exploitation of the Winner's Entry. The Winner will be awarded the "Prize" (described below). NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS.

**b. Clearance Process.** The Potential Winner must complete the Clearance Process within two (2) days from the moment of notification to receive the Prize (defined below). Without limiting the foregoing and only if applicable, any Potential Winner who is a minor in his or her state of residence will be required to have his or her parent or legal guardian affirm in writing such Potential Winner's acknowledgement and agreement to the Official Rules, in order to continue to participate in the Giveaway. Return of any Prize notification as undeliverable will result in disqualification and selection of an alternate Winner. If a Potential Winner does not reply to the notification within two (2) days of its issuance, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the Prize will be forfeited and an alternate Winner may be selected, at Sponsor's discretion. Sponsor reserves the right to provide an independent third party (the "Auditing Entity") with any Entry submitted by such Potential Winner in order that such Auditing Entity may examine such Entry and confirm, subject to its and Sponsor's discretion, that such Entry complies with these Official Rules. In the event that any Potential Winner elects to end his or her participation in the Giveaway, is unable to participate further in the Giveaway for any reason, or is, in Sponsor's sole discretion, deemed to be ineligible to participate, Sponsor reserves the right to select an alternate Potential Winner in its sole discretion.

**c. Prize.** The prize for the Winner (the "Prize") will consist of one (1) ticket to attend BRELAND's virtual EP release show (Approximate Retail Value \$10) subject to Sponsor's sole discretion. The Winner understands and agrees that Sponsor has the right, in its sole discretion, to (i) cancel the Prize. All taxes (including without limitation federal, state, and local taxes) on or connected with the Prize and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein (including without limitation meals and gratuities), are the sole responsibility of the applicable Winner. The applicable Winner must, if so requested by Sponsor, complete Sponsor's Winner verification process and/or execute and return an Affidavit of Eligibility and a Liability/Publicity Release within a period of time dictated by Sponsor. Prize may not be endorsed, transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Specifics of the Prize are in Sponsor's sole discretion. In the unlikely event that any portion of the Prize is cancelled, undeliverable, or unable to take place for any reason, Winner agrees that Sponsor has no further obligations to the Winner and no other additional compensation will be provided. In the event that the Winner (including, for any Winner who is a minor in his or her state of residence, his or her parent or guardian) is unable to comply with the terms and conditions set forth in these Official Rules (including without limitation this Section 3(c)), Sponsor reserves

the right to deem such individual ineligible and to select a new Winner from among the remaining Entrants.

#### **4. MISCELLANEOUS.**

**a. General; List of Winners; License.** Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state, and local laws and regulations apply. After the end of the Giveaway Period, the name of the Winners may be posted to the Giveaway Site, and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and any Winner, where permitted by law, each such individual agrees to grant to Sponsor, the Giveaway Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent to the foregoing uses. For a list of Winners (available after June 10, 2020, please send a self-addressed stamped envelope to the "BRELAND EP VIRTUAL LISTENING PARTY GIVEAWAY" - Winner List, c/o Atlantic Recording Corporation, 1633 Broadway, New York, NY 10019, Attn: Pietro Russo. Queries must be postmarked no later than September 10, 2020.

**b. Disclaimer and Limitation of Liability.** The Giveaway Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Giveaway. The Giveaway Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Giveaway Site or the Giveaway, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Giveaway Site, or any Entry. Additionally, the Giveaway Entities are not responsible for any cancellation or postponement of any aspect of the prize. Although Sponsor attempts to ensure the integrity of the Giveaway, Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Giveaway, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Giveaway. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer, other equipment, or person in connection with participation in the Giveaway, or downloading materials from or using the Giveaway Site. If, for any reason, the Giveaway is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Giveaway, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the Giveaway. IN NO EVENT WILL THE GIVEAWAY ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE GIVEAWAY SITE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE GIVEAWAY SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM THE GIVEAWAY SITE OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE GIVEAWAY, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE GIVEAWAY, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE GIVEAWAY SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**c. Dates and Deadlines.** Because of the unique nature and scope of the Giveaway, and because of the complexity of the technology underlying the administration of the Giveaway, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Giveaway.

**d. Release and Indemnification.** BY PARTICIPATING IN THE GIVEAWAY, ENTRANT: (A) RELEASES AND HOLDS SPONSOR, THE ARTIST P/K/A "BRELAND," WARNER MUSIC INC., ATLANTIC RECORDS LABELS, INDIVIDUALLY AND AS A GROUP AND ALL OTHER GIVEAWAY ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE GIVEAWAY OR PARTICIPATION IN ANY GIVEAWAY-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE GIVEAWAY SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE GIVEAWAY, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR, ATLANTIC RECORDS LABELS, THE ARTIST P/K/A "BRELAND," AND ALL OTHER GIVEAWAY ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY GIVEAWAY ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE GIVEAWAY, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS. THE GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH SPOTIFY AND ALL ENTRANTS AGREE TO RELEASE AND HOLD SPOTIFY HARMLESS FROM ANY AND ALL LIABILITY ASSOCIATED WITH OR ARISING OUT OF THE GIVEAWAY. BY ENTERING THIS GIVEAWAY, ENTRANT ACKNOWLEDGES ANY INFORMATION PROVIDED BY ENTRANT IS RECEIVED BY ATLANTIC AND NOT SPOTIFY. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS GIVEAWAY WILL BE DIRECTED TO ATLANTIC. ENTRANT REPRESENTS THAT ANY PURCHASE OF A SUBSCRIPTION OF SPOTIFY WAS MADE PRIOR TO THE START DATE AND NOT IN CONSIDERATION OF THE GIVEAWAY.

**e. Arbitration.** THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS GIVEAWAY, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules or the Giveaway, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The Supplementary Procedures are currently available online at <http://www.adr.org> (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes"). The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of New York in the State of New York, United States of America. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of New York or any other state to litigate any such dispute in court, it being the intention of the

parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any other agreements you may enter into with Sponsor in connection with the Giveaway, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. If either party shall fail to appear at a hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. In the event of any dispute concerning the Giveaway, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 3(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of New York in the State of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE GIVEAWAY.

**f. Governing Law.** The Giveaway and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 3(e) above, you irrevocably agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (*i.e.*, costs associated with participating in the Giveaway), and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE GIVEAWAY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

**g. Privacy.** Information submitted in connection with the Giveaway will be treated in accordance with these Official Rules and information submitted through the Giveaway Site will be governed by the applicable Privacy Policies, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Giveaway, Entrant will not be permitted to "opt out" of receiving such communications.

**h. Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**i. Non-Endorsement.** The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Giveaway or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Giveaway Site or the Giveaway.

**j. Interpretation.** In the event of any conflict between any information provided on the Giveaway Site regarding the Giveaway (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.

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