Enter to win an **Epiphone Coronet** each day from December 14 through December 18! Visit the @Epiphone Instagram page (<u>https://www.instagram.com/epiphone/</u>) to enter to win! Winners will be randomly selected randomly and notified via Instagram Direct Message each day during the Promotion.

(United States and Canada)

- 1. NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN A PRIZE. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ADVANTAGE TO BUYERS IN A SWEEPSTAKES.
- 2. Entry Period: The "5 Days of Coronet" Sweepstakes (the "Promotion") will commence on Monday, December 14, 2020 and will then run daily until Friday December 18, 2020. Each day of the promotion will be considered a "Promotion Day." The "Entry Period" for each Promotion Day is listed below. All entries must be submitted during that Promotions Day's Entry Period to be considered valid. Gibson Brands, Inc. (hereinafter referred to as "Sponsor"), at its own discretion, may extend the Entry Period for the submittal of entries. Any extension of time for the submittal of entries will be posted on the Promotion webpage at https://www.epiphone.com/giveaways/terms/coronetgiveaway.pdf.

Promotion Day	Entry Period	Winner Notification
Monday December 14, 2020	9:00:01 AM – 11:59:59 PM (CST)	Tuesday December 15, 2020
Tuesday December 15, 2020	9:00:01 AM - 11:59:59 PM (CST)	Wednesday December 16, 2020
Wednesday December 16, 2020	9:00:01 AM - 11:59:59 PM (CST)	Thursday December 17, 2020
Thursday December 17, 2020	9:00:01 AM - 11:59:59 PM (CST)	Friday December 18, 2020
Friday December 18, 2020	9:00:01 AM - 11:59:59 PM (CST)	Saturday December 19, 2020

- 3. Eligibility: The Promotion is open to all legal residents of the United States and the District of Columbia, and Canada, except where prohibited, who are above the age of 18 years old or the age of majority in the jurisdiction of residence at the time of entry, whichever is greater ("Entrant"). Employees of Sponsor or their immediate families, or anyone who has won a Gibson sponsored Promotion in the preceding 12 months are not eligible to be entered into the Promotion. Immediate family includes parents, spouse, children, siblings, grandparents, step-parents, step-children, and step-siblings. By participating in the Promotion, Entrants agree to be bound by these Official Promotion Rules, release Sponsor and any affiliates against all claims, injuries, or damage arising out of any participation in these Promotion and redemption of the prize, and acknowledge compliance with these Official Promotion Rules.
- 4. How to Enter: To enter the Promotion, Entrants will be required to:
 - a. follow the @Epiphone Instagram page (<u>https://www.instagram.com/epiphone/</u>);
 - b. like photo post announcing that day's giveaway <u>https://www.instagram.com/epiphone/;</u> and
 - c. tag two other Instagram user account handles in the comment section of the photo post.

Entries only valid if the date of entry date corresponds to the correct Promotion Day.

Entrant must be the registered owner of the Instagram user account from which the entry is made. Winner may be required to provide Sponsor with proof that he/she is the registered account holder for the Instagram user account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Entries may only be submitted by a single Entrant. Group Entries will not be accepted. Only one (1) individual may be considered to have produced and submitted the Entry. Only one (1) Instagram user account per Entrant will be

eligible to win. Any Entrant found to use multiple Instagram user accounts will be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple Instagram user accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion, at Sponsor's sole and absolute discretion. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Each entry submitted in this Promotion is referred to as an "Entry".

In the event of a dispute concerning who submitted an Entry, the Entry will be declared to have been made by the registered account holder of the Instagram handle associated with the winning Entrant, but only if that person meets all other eligibility criteria or if that person is the approving parent or legal guardian of a minor participant who meets all of the eligibility criteria. A registered account holder is defined as the natural person who is assigned to an Instagram handle.

5. Determination of Winners: One (1) "Potential Winner" will be chosen by random drawing from all the valid entries received on a given Promotion Day. Potential Winner will be notified by Instagram Direct Message at or around approximately 09:00:00 AM (CST) the following day. Prize shall be shipped to Winner from Sponsor at Sponsor's expense. All entries must be received by the Deadline to be eligible to win a prize.

If a Canadian resident is selected as the Winner, that Entrant will be required to correctly answer a mathematical skill-testing question without mechanical or other aid.

Sponsor will make two (2) attempts to notify the Potential Winner. Potential Winner must respond within 48 hours of drawing or the prize will be forfeited.

The Potential Winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited), which must be received by Sponsor within ten (10) days after the Release is emailed to Potential Winner. If any Potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such Potential Winner, such Potential Winner may be disqualified and an alternate may be selected. A Potential Winner is not a confirmed Winner until he or she has retuned all required documentation and his/her eligibility has been verified by Sponsor. Non-compliance shall result in disqualification and award of the prize to an alternate Winner.

The Winner will receive the prize corresponding the Promotion Day listed below:

One (1) Epiphone Coronet, estimated retail value \$399

The Winner is solely responsible for all federal, state, and local taxes and other costs pertaining to the awarded prize.

No substitution or transfer of prize will be accepted without Sponsor's approval or where required by law. Sponsor may reward alternate prize of equal or greater value if the main components of prize become unavailable. Prize is not redeemable for cash. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.).

Odds of winning depend on total number of eligible entrants received on each Promotion Day.

If any Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the Winner declines a prize for any reason prior to award, the prize will be forfeited. If, for any reason, more eligible Winners

come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the Winners, or remaining Winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Promotion, and of selection of the Winner. Decisions of the Sponsor as to the selection of the Winner will be final.

6. Technical Limitation of Liability: To the extent permitted by applicable law, neither Sponsor nor any of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Promotion nor any of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "Released Parties") (except where due to the negligence, breach of these Rules or other default of a Released Party) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Promotion Site or other sites, for problems uploading any Entries or downloading any Promotion-related materials from the Promotion Site, or for late Entries not received within the stipulated date and time, lost, damaged, misdirected, incorrect, incomplete, delayed, garbled, stolen or inaccurate Entries or for any other problems or errors related to the Promotion.

By entering their name into the Promotion, Entrants agree to be bound by these Official Promotion Rules and to release and hold harmless Sponsor and its respective subsidiary or affiliated companies from and against any and all claims or actions of any kind, whether under contract, tort, or any other legal theory, and agree to indemnify Sponsor against any liability or expense arising in connection with the foregoing. Sponsor reserves the right to cancel, suspend or modify the Promotion or any part of it, within its sole discretion.

Except where prohibited by law, by entering the Promotion, Entrants also authorize Sponsor to use their voice, likeness, photograph, video, biographical data, and city and state of residence, submission/entry and written or oral statements in promotional material without compensation. Entrant shall have no right of approval, no claim to compensation, and no claim (including without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alternation, or use in composite form of your name, picture likeness, address (city and state) email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all Entrants in the Promotion, including those Entrants who are selected as Winner and those Entrants who are not selected as Winner. Sponsor is under no obligation to use the winning Entries for any purpose.

- 7. Privacy/ Publicity Release. As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. We will not sell or transfer any personal information about you, unless required for law enforcement or by statute. By entering this contest each Entrant gives consent to Sponsor the absolute right and permission to use Entrant's name, city of residence in the live announcement of the Winner and in any and all advertising and promotional materials, in any manner or media whatsoever, for purposes of advertising, trade, or promotion. By entering this Promotion each Entrant acknowledges and agrees that shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of his/her name.
- 8. Request for Winners: For the name of the Grand Prize Winners and/or Official Promotion Rules, please send a selfaddressed stamped envelope to:

Gibson Brands, Inc.

5 Days of Coronet 209 10th Avenue South, Suite 460 Nashville, TN 37203

All requests for Official Promotion Rules must be made by December 19th, 2021. The Winners list will be available until December 19th, 2021. Residents of WA and VT may omit return postage.

- **9.** Sponsor: The Promotion is sponsored by Gibson Brands, Inc., 209 10th Avenue South, Suite 460, Nashville, TN 37203.
- **10. Disputes**: Except where prohibited, Entrant agrees that; (1) any dispute regarding this Promotion shall be resolved individually, without resort to a class action, and exclusively in Tennessee; (2) any claims, awards, judgments shall be limited to actual out of pocket costs incurred, but in no event, attorneys' fees; and (3) Entrant waives any punitive, incidental or consequential damages. The rules hereunder shall be interpreted under the laws of Tennessee, USA.
- 11. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Web Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.