

Official Rules for Float Fest's Bands Together Contest

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA. VOID IN PUERTO RICO AND WHERE PROHIBITED.

Contest Timing.

Float Fest's Bands Together Contest ("Bands Together Contest" or "Contest") begins on June 18, 2020 and ends upon announcement of the Grand Prize Winner the "Contest Period."

Eligibility.

The Bands Together Contest is open to legal residents of the fifty United States and the District of Columbia, 21 years of age or older. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of Float Fest, LLC its affiliates, subsidiaries, and divisions are not eligible to enter. The Contest is subject to all federal, state, and local laws.

How to enter.

Bands or artists wishing to compete in the Contest shall perform and record a video of themselves covering a song of their choice. Bands or artists shall then post the video on their official social media page (Facebook, Instagram, or Twitter) and shall tag FloatFest using the @FloatFest handle and shall also use the hashtag #FFBandsTogether in their post. Each post shall be considered an "Entry" and each band or artist entering this Contest shall be considered an "Entrant". Videos must be posted by November 2, 2020 (the "Entry Deadline").

Entrants are permitted to submit more than one Entry, however each Entry shall be of a different covered song any duplicate Entries (meaning multiple Entries containing the same song) shall be void. Incomplete Entries will not be considered and Entrants not meeting eligibility requirements, including a band's members, shall be disqualified.

Entry Guidelines and Required Information.

Entries shall not contain derogatory, abusive, obscene, or any other content deemed to be inappropriate by Float Fest, in Float Fest's sole discretion. Videos should appropriate while keeping in mind the audience of Float Fest. Any Entries that Float Fest deems to be in violation of these guidelines shall be void and shall not be valid for consideration in the Contest.

If chosen as a Finalist, Entrants must provide valid contact information, a digital copy of their performance, and an executed release form to Float Fest within 2 days of notification.

Entry deadline.

All Entries must be received by November 2, 2020.

Determination of Winner(s):

Float Fest shall view all Entries that are received and shall announce the Contest Finalists upon the end of the Entry Period. Float Fest's determination of the Finalists shall be final and based on the Entries submitted.

Once Float Fest announces the Finalists, the public will have the chance to vote on the best performance from the Entries. The Entrant receiving the most votes in the final round of voting shall win the Grand Prize, however the Grand Prize winner is subject to Float Fest's final determination and eligibility requirements.

The potential Grand Prize winner is subject to legal and character verification, including verification of age of all band members, and may be required to provide their social security numbers and or applicable tax identification number to Float Fest for tax purposes. The winner must notify Sponsor of their prize acceptance no later than forty-eight hours after announcement. If winner does not contact Sponsor within that time, Sponsor reserves the right to choose an alternate winner, or to not award a prize. Odds of winning depend upon the number of eligible Entries received during the Contest Period.

Prize(s).

The prizes are as stated below. AIRFARE, TRANSPORTATION, AND OTHER COSTS FOR ACCOMMODATIONS ARE NOT INCLUDED IN THE PRIZE PACKAGE AND ARE THE WINNER'S RESPONSIBILITY.

- A performance contract worth \$5,000 to perform at Float Fest 2021.*
- Social media promotions paid for by Float Fest to be used in conjunction with advertising for Float Fest 2021.*
- Inclusion on certain Float Fest 2021 merchandise such as the official program.*

*In the event Float Fest does not occur in 2021 as a result of the continuing Covid-19 pandemic or related public health crises, prize will be awarded in 2022 or the next year that Float Fest occurs.

All taxes and any other costs and expenses not specifically stated within these Official Rules are the sole responsibility of the winners. No substitution, transfer, or cash equivalent will be provided for the prize, except that Sponsor, at its sole discretion, may substitute the prize with a prize of equal value, due to unavailability of an advertised prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Specifics of the prizes are in Sponsor's sole discretion. Total prize value is approximately \$5,500.00 USD.

Winners. The winning band or artist shall be required to contact Float Fest to arrange for prize redemption and must provide Float Fest with all information reasonably requested. Winner shall be required to sign a release allowing Sponsor to use winner's Entry for marketing purposes or to be used by Float Fest in any manner Float Fest desires.

Reservation of Rights. Float Fest reserves the right to modify, suspend, cancel, or terminate this Contest or extend or resume the Contest Period or disqualify any participant or entry at any time without giving advance notice. Float Fest will do so if it cannot be guaranteed the contest can be

carried out fairly or correctly for technical, legal, or other reasons, or if Float Fest suspects that any person has manipulated entries or results, provided false information or acted unethically. If this Contest is canceled or terminated, prizes may be awarded in any manner Float Fest deems fair and appropriate consistent with local laws governing the contest.

Limitation of Liability.

ENTRANT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS FLOAT FEST AND ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS, AND THE KANSAS CITY CHIEFS AND ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND OWNERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THE CONTEST OR FROM PARTICIPATION IN THE KANSAS CITY CHIEFS FANTASY CAMP. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. BY SUBMITTING AN ENTRY FORM, ENTRANTS AGREE THAT ANY LIABILITY IS LIMITED TO THE COST OF PARTICIPATION IN THE PROMOTION. PARTICIPANTS AGREE THAT RELEASEES HAVE NOT MADE NOR, ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE CONTEST. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE FLOAT FEST WEB SITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, garbled, damaged, or stolen submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an online entry, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by Float Fest, users or by any of the equipment or programming associated with or utilized in this promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Entry materials that have been tampered with or altered are void. Float Fest reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice, if in Float Fest's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Contest or for any other reason in its sole discretion. In such event, Float Fest may

void any entries they suspect are at issue. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FLOAT FEST RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Float Fest's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Float Fest reserves the right to disqualify entrants who violate the rules or interfere with this Contest in any manner. If an entrant is disqualified, Float Fest reserves the right to terminate that entrant's eligibility to participate in the Contest. Any attempts by an individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

Dispute Resolution.

Except where prohibited, by participating, Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Float Fest, shall be governed by and construed exclusively in accordance with the laws of the State of Connecticut without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

Privacy.

Personally identifiable information that is submitted by Entrants as part of this Contest will be used to administer the Contest and will be treated as confidential and shall not be disclosed without authorization or through legal means such as a valid warrant or subpoena.

Sponsor & Administration.

The Sponsor of this Contest is Float Fest, LLC with a mailing address of 75 Gerber Road East, South Windsor, CT 06074.

This promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform, including but not limited to Facebook, Twitter, Pinterest, G+, ("Social Media Platform"), or any of the prize providers identified above, and the Sponsor fully releases any and all Social Media Platforms and any and all prize providers from potential liability related to this promotion.