

## Official Rules

for

### Dave Matthews Band Warehouse Meet & Greet Flyaway Sweepstakes

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

#### 1. The Sweepstakes; Prizes.

(a) Dave Matthews Band Warehouse Meet & Greet Flyaway Sweepstakes. Warehouse members who place a request for tickets to a Dave Matthews Band summer 2022 show will qualify for the opportunity to enter to win a Grand Prize Sweepstakes consisting of a (i) trip for two (2) to meet Dave Matthews over Zoom and (ii) see Dave Matthews Band perform live at Saratoga Performing Arts Center in Saratoga Springs, NY on Friday, July 8, 2022 and Saturday, July 9, 2022 (which shall include (A) two (2) tickets to each show on July 8 and July 9, (B) a virtual meet and greet with Dave Matthews, (C) two (2) roundtrip domestic coach airfare for two from an airport located near the winner's home address in the continental United States of America, with the departure airport and airline to be selected by Management in its sole discretion, (D) hotel accommodations for two (2) near the concert selected by Management in its sole discretion, and (E) ground transportation for two (2) from the hotel to the concert and back to the hotel from the concert on the day of the show). The Approximate Retail Value for (2) Reserved Tickets is \$450. The Approximate Retail Value for roundtrip economy airfare for (2) passengers is \$1,100. The Approximate Retail Value for three nights of hotel accommodation in one room for (2) guests is \$1000. The Approximate Retail Value for ground transportation for (2) guests is \$600, for a grand total prize Approximate Retail Value of \$3,150. The winner of the Sweepstakes will be notified by telephone on Friday, March 25, 2022.

(b) Certain Disqualifications. Return of any prize notification as undeliverable will result in disqualification and the selection of an alternate winner as determined by Red Light Management on behalf of Dave Matthews Band. No transfer, substitution in prizes above, or cash shall be made by entrants but Dave Matthews Band may substitute a prize of equal or greater value for any prize.

#### 2. How to Enter.

(a) Warehouse Ticketing Request Period. Members of the Dave Matthews Band Warehouse fan association that place a ticket request during the 2022 summer tour ticketing request period will be automatically entered to win the Dave Matthews Band Warehouse Meet and Greet Flyaway Sweepstakes. Only one entry per member; multiple ticket requests only create one entry. The Warehouse ticketing request period for the 2022 summer tour opens at 9 am ET on Tuesday, February 1, 2022 and closes on Tuesday, February 8, 2022 at 3 pm ET.

(b) In addition, people who are not Warehouse members may enter the Dave Matthews Band Warehouse Meet and Greet Flyaway Sweepstakes by submitting a legible postcard with full name, address, phone number and date of birth in mm/dd/yyyy format to DMB Warehouse Meet and Greet Flyaway Sweepstakes, Post Office Box 1631, Charlottesville, VA 22902 by 11:59 PM Eastern Time on Monday, February 8, 2022.

(c) Miscellaneous. Any error or omission in the information on the entry form may void entry. Limit one entry per person. By participating, all entrants agree to abide by these Official Rules, and agree to register for the official Dave Matthews Band e-mail and mobile announcement lists.

**3. Eligibility.** The Sweepstakes is open to legal residents of the United States (other than residents of Rhode Island, who are not eligible) over the age of 21 years old as determined by Red Light Management on behalf of Dave Matthews Band at the time of registration entry. Each Winner assumes all liability for use of the prize. Red Light Management on behalf of Dave Matthews Band reserves the right to refuse to award a prize to any entrant under the age of 21. Employees of the Dave Matthews Band and its affiliates, employees of any prize sponsor and its affiliates, and members of such employees' immediate families (their parents, spouses, siblings (natural born or adopted), children (natural born or adopted)) or households are ineligible to participate in the Sweepstakes.

**4. Winner Selection and Notification.** The odds of winning are dependent upon the number of eligible entries received. The selection and notification of winners under Sweepstakes will be conducted under the supervision of Red Light Management on behalf of Dave Matthews Band. The decisions of Red Light Management on behalf of Dave Matthews Band are final and binding in all matters relating to Sweepstakes.

The winner will be notified in person, by phone, e-mail, or United States mail. If a winner cannot be reached after a reasonable effort has been made or if an entrant is found to be ineligible, an alternate winner may be selected in sole discretion of Red Light Management on behalf of Dave Matthews Band. Multiple entries by the same registrant are prohibited. If an individual attempts to submit more than one entry, any such additional entries will be discarded and the entrant may be disqualified in the sole discretion of Red Light Management on behalf of Dave Matthews Band.

## **5. Entry Deadlines.**

Dave Matthews Band Warehouse Meet and Greet Flyaway Sweepstakes. All entries for the Dave Matthews Band Warehouse Meet and Greet Flyaway Sweepstakes must be received no later than 11:59 PM Eastern Time on Tuesday, February 8, 2022.

**6. Taxes; Expenses.** Any applicable taxes shall be the sole responsibility of the winner. Any expenses not specifically included in the prizes (including all meals, and all other expenses

incurred in connection with any trip) described in these rules shall be the sole responsibility of the winner.

**7. General Conditions.** Each Sweepstakes shall be void where and to the extent prohibited by law and is subject to all applicable laws, including, without limitation, federal, state, and local laws and regulations. In the event of non-compliance by any winner with the official rules of Sweepstakes, an alternate winner may be selected by Red Light Management on behalf of Dave Matthews Band. Prizes are non-transferable. Return of any prize or prize notification as undeliverable will result in a disqualification of the winner and an alternate winner may be selected. All prizes will be awarded.

**8. Releases.** By participating, entrants agree that Dave Matthews Band and Red Light Management, those involved in the development, production (including prize suppliers), implementation and distribution of each Sweepstakes, and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion (hereinafter collectively called "Released Parties"), shall not be liable for any claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, Sweepstakes, including entry and participation in Sweepstakes and acceptance, possession, use or misuse of the prizes.

All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to such entrant's participation in Sweepstakes, such entrant will indemnify and hold Released Parties harmless from and against any and all such claims, including reasonable attorneys' fees related thereto. Released Parties shall not be liable for entries that are delayed, lost, misdirected, mis-delivered, incorrect or incomplete, and such entries will be not be eligible for Sweepstakes. Released Parties shall not be responsible for any technical malfunctions of any telephone network, computer on-line system, computer equipment or software; program malfunctions or other failures; delayed computer transactions or network connections; any errors of any kind, whether human, mechanical or electronic; or any combination thereof, including, without limitation, any injury or damage to the computer of any entrant or any other person related to or resulting from downloading any part of Sweepstakes.

Dave Matthews Band reserves the right, in its sole discretion, to cancel or suspend Sweepstakes should viruses, bugs or other causes beyond their control corrupt the proper administration or security of Sweepstakes. Dave Matthews Band reserves the right to modify the rules of Sweepstakes in any way or at any time, as long as reasonable notice is given. Dave Matthews Band and Red Light Management reserve the right to provide tickets to an alternative show date and location.

Sweepstakes shall be governed by the laws of the Commonwealth of Virginia, United States of America. By participating in Sweepstakes, entrants agree that the state and federal courts located in the Commonwealth of Virginia shall have jurisdiction over any dispute or litigation arising from or relating to Sweepstakes and that venue for such litigation shall be only in the Circuit Court for the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division.

**9. Rules/Winners List.** A list of winners' names may be posted on Dave Matthews Band official online related properties within 24 hours after winners are determined. To receive a copy of these Official Rules or the list of winners, send a self-addressed stamped envelope to: Dave Matthews Band Warehouse Flyaway Sweepstakes—Winners' List or Official Rule, P. O. Box 1631 Charlottesville, VA 22902. Specify "winners list" or "rules" on your request. WA and VT residents may omit return postage.

**10. Disqualifications.** Entries that are lost, late, illegible, or incomplete for any reason will not be eligible. In the event of early termination, Dave Matthews Band may select winner from all eligible entries received at time of termination based on the criteria above. In the event of a dispute concerning the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. Any person attempting to defraud or in any way tamper with either Sweepstake will be ineligible for prizes and may be prosecuted to the full extent of the law.

**11. Certain Prizes.** For any prize awarded hereunder that involves a ticket, airline ticket, transportation ticket, pass, back stage pass, VIP pass, access to a venue or access to an entertainer or entertainer group (collectively, a "ticket"), the ticket shall be a revocable license to the specific flight, transportation event, or event and location within the venue and for the time indicated to the prize winner by the Dave Matthews Band. If an entrant is refused admission to or ejected for failing to comply with the applicable law, regulations, rules of the applicable venue, airline or transportation provider, no substitute prize or payment of any cash equivalent value will be awarded. No exchanges. The ticket user assumes all risks of personal injury incidental to the flight, transportation or event, whether occurring prior to, during, or subsequent to the event, and holder voluntarily agrees that the Released Parties, the airline, transportation providers, venue/facility, league or team, artist(s) performing, participants, participating clubs, and all of their respective agents, officers, directors, owners and employees are expressly released from any claims arising from such causes. The prize winner/user bears all risks of inclement weather. The prize winner/user assumes all risks related to cancellation of any airline, ground transportation, hotel accommodations, venue, and performing artists. Tickets lost or stolen cannot be replaced. Event time and date is subject to change. The resale or attempted resale of a ticket is prohibited and if discovered will result in the ticket being voided without the award of any substitute prize, exchange or payment of any cash equivalent value. The ticket may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of the Dave Matthews Band.