

## **The #CNCOPartyContest Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

The “#CNCOPartyContest” (the “Contest”) may only be entered by legal residents of the fifty (50) United States and the District of Columbia (excluding territories and possessions) (collectively, the “Contest Territory”). Entries originating from any other jurisdiction are not eligible. You are not authorized to participate in the Contest if you are not located within the Contest Territory.

### **1. Eligibility.**

Participation in Contest is open only to legal residents of the Contest Territory who are at least fifteen (15) years of age as of May 18, 2018. Void outside of the Contest Territory, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers and directors of Sony Music Entertainment (“Sponsor”), and its respective parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials (collectively, “Contest Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.

**To be eligible to win the Prize (as defined below), the Winner (as defined below) must locate and obtain a venue suitable to host the Party (as defined below) at the time the Prize is awarded. For the avoidance of doubt, Winner should have all applicable approvals and authorizations to host the Party and the Party should comply with all applicable building codes and regulations. Sponsor will NOT provide a venue for the Party or fund the rental of a venue for the Party.**

### **2. Submission Period.**

The Contest will begin on May 18, 2018 at 12:00:00 a.m. ET and will end on July 27, 2018 at 11:00:00 p.m. ET (“Contest Period”).

### **3. How to Enter.**

To enter the Contest: (i) visit the CNCO Album website at [[www.soloyoconcnco.com](http://www.soloyoconcnco.com)]; and (ii) accumulate points through participating in any or all of the following activities:

- Navigate to [[www.soloyoconcnco.com](http://www.soloyoconcnco.com)] and answer the Quiz questions about the members of the band professionally known as CNCO (the “Band”) (up to 70 points);
- Take an original picture or create original artwork inspired by the Band (the “Artwork”), then connect to your personal Instagram® or Twitter® account (each, a “Social Media Account”) and upload a digital version of the Artwork using the hashtag #CNCOPartyContest (the “Hashtag”) (up to 30 points);
- Record an original and artistic cover of any song by the Band (the “Cover”) and upload your Cover to your Social Media Account using the Hashtag (up to 20 points);
- Create a drawing featuring your personal interpretation of the Band’s album artwork (the “Drawing”) and upload a digital version of your Drawing to your Social Media Account using the “Hashtag” (up to 20 points).

Entrants must complete any or all of the steps described above and use the Hashtag to submit a valid entry (each, an “Entry”, collectively, “Entries”) into the Contest. One (1) Entry per category per person. If multiple

Entries are received by the same entrant for the same category, only the first Entry submitted by that entrant will qualify for entry into the Sweepstakes; subsequent Entries submitted by that entrant shall be disqualified. All entrants must be registered users of Instagram or Twitter to enter. If an entrant has no Instagram or Twitter account, one can be created on the Instagram or Twitter home page.

**BY SUBMITTING AN ENTRY, EACH ENTRANT AFFIRMS AND REPRESENTS THAT HE/SHE HAS THE EXPRESS PERMISSION OF EACH INDIVIDUAL (AND SUCH INDIVIDUAL'S PARENT/LEGAL GUARDIAN, IF APPLICABLE) APPEARING OR IDENTIFIABLE IN THE ENTRY.**

**All individuals appearing or identifiable in the Entries must be at least fifteen (15) years of age as of May 18, 2018 and must have provided written permission to participate as contemplated herein. The Submission Materials may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Website URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.**

**BY SUBMITTING HIS/HER ENTRY, EACH ENTRANT AFFIRMS AND REPRESENTS THAT HE/SHE HAS THE EXPRESS PERMISSION OF EACH INDIVIDUAL APPEARING OR IDENTIFIABLE IN THE ENTRY AND SUCH INDIVIDUAL'S PARENT/LEGAL GUARDIAN IN THE CASE OF MINORS.**

In the event of a dispute concerning the identity of the person who submitted an Entry and the identity of the official entrant, the Entry will be deemed to have been submitted by the Authorized Account Holder of the Social Media Account associated with the winning Entry. The "Authorized Account Holder" is the natural person to whom an e-mail account is assigned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. By entering, entrants agree to be bound by the decisions of the Sponsor, and these Official Rules and to comply with all federal, state, and local laws and regulations.

#### **4. Submissions Materials.**

(a) For purposes of these Official Rules, all original content of the Entry shall be referred to as the "Submission Materials".

(b) Immediately upon submission, the Submission Materials will become the property of Sponsor and will not be acknowledged or returned. The Submission Materials may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Website URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

(c) Regarding the Submission Materials, (i) you represent and warrant that, with the exception of Sponsor Content: (A) all contents of Submission Materials are wholly original, have been created entirely by entrant, have not been taken in whole or in part from any source other than entrant and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Submission Materials, as well as all elements contained therein; (C) the Submission Materials do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Submission Materials,

or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Submission Materials as contemplated by these Official Rules; and (ii) you agree that the Submission Materials shall be a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Sponsor. In the event the Submission Materials are considered not to be a "work made for hire," you irrevocably assign to Sponsor all right, title, and interest in your Submission Materials (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(d) You hereby agree to indemnify and hold harmless the Contest Entities from and against any third party claim arising from use of the Submission Materials. You waive any right to privacy. You waive any right to inspect or approve uses of the Submission Materials or to be compensated for any such uses. By providing the Submission Materials in connection with this Contest, you grant to Sponsor and its affiliated companies, and the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, Submission Materials, entry form information and/or written and oral statements, for advertising and promotional purposes in promoting or publicizing the Submission Materials, the Contest, Sponsor and its products and services, without compensation unless required by law. You 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, alteration, or use in composite form of your Submission Materials, name, picture, likeness, address (city and state), e-mail 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 this Contest, including the entrant selected as the winner and those entrants who are not selected as the winner. Entrants acknowledge that Sponsor is under no obligation to use the Submission Materials for any purpose. By entering and/or participating in the Submission Materials, each entrant and participant agrees to be bound by the decisions of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations. **Each entrant and participant hereby represents and warrants that he/she is at least fifteen (15) years of age as of May 18, 2018. If any entrant or participant is under the age of majority in his/her state or province of residence as of May 18, 2018, he/she represents and warrants that he/she has obtained his/her parent or legal guardian's permission to submit an Entry or participate in the Contest as contemplated herein.**

**(e) BY ENTERING THIS CONTEST OR PARTICIPATING IN THE SUBMISSION MATERIALS, EACH ENTRANT AND EACH PARTICIPANT REPRESENTS AND WARRANTS THAT: (I) HE/SHE EXPRESSLY AGREES TO ALL TERMS SET FORTH IN THESE OFFICIAL RULES; (II) HE/SHE PROVIDES HIS/HER EXPRESS PERMISSION TO APPEAR IN THE SUBMISSION MATERIALS; AND (III) HE/SHE IS AWARE OF AND CONSENTS TO THE POTENTIAL USE AND/OR DISPLAY OF THE SUBMISSION MATERIALS ON SOCIAL MEDIA.**

## **5. Prizes.**

One (1) winner (the "Winner") will receive the opportunity to have the Band host a party at a venue of the Winner's choice (the "Party") for the Winner and up to ninety-nine (99) guests (each, a "Guest", collectively, "Guests"), subject to any applicable approval, authorization, and/or building codes and regulations. All details, including the exact date, location and timing of the Party, will be determined at the sole and absolute discretion of the Sponsor and the Band. The Sponsor and the Band will provide the Party with audio equipment, one (1) DJ, security, a CNCO merchandise pack, and food and beverages in the maximum amount of Two Thousand Dollars (\$2,000).

**Entrants hereby acknowledge that, to be eligible to win the Prize (as defined below), the Winner must have located and obtained a venue suitable to host the Party at the time the Prize is awarded and as of May 18, 2018, including, without limitation, all applicable approvals and authorizations to host the Party and the Party should comply with all applicable building codes and regulations.**

**SPONSOR WILL NOT PROVIDE A VENUE FOR THE PARTY OR FUND THE RENTAL OF A VENUE FOR THE PARTY. ENTRANTS FURTHER ACKNOWLEDGE AND AGREE THAT TRAVEL AND TRANSPORTATION TO AND FROM THE PARTY STATE, CITY AND VENUE IS NOT PART OF THE PRIZE AND WILL NOT BE PROVIDED.**

**IN THE EVENT THE WINNER IS YOUNGER THAN THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE AS OF MAY 18, 2018, HE/SHE MUST OBTAIN HIS/HER PARENT OR LEGAL GUARDIAN'S PERMISSION TO ACCEPT THE PRIZE.**

The approximate retail value ("ARV") of the all prizes combined (collectively, the "Prize") is Seven Thousand Eight Hundred U.S. Dollars (US \$7,800.00). The ARV of the Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Prize is non-transferable. No substitutions or cash redemptions provided that the Sponsor reserves the right to substitute the Prize in whole or in part for a Prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. Prize may not be sold, bartered or transferred. Prize does not include any additional expenses, including, but not limited to incidentals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the sole responsibility of the Winner.

The Winner and his/her Guests must be at least fifteen (15) years of age as of May 18, 2018, and will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release within five (5) calendar days of Prize notification. **If any Winner is younger than the age of majority in his/her jurisdiction of residence as of May 18, 2018, then such individual's parent or legal guardian must provide written permission allowing such individual to accept the Prize and agree to attend the Party. Additionally, the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by a parent or legal guardian. If any Guest is younger than the age of majority in his/her jurisdiction of residence as of May 18, 2018, then such individual's parent or legal guardian must provide written permission allowing such individual to accept the Prize and the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by a parent or legal guardian.** If the Winner rejects his/her Prize or in the event of noncompliance with these Contest Official Rules and requirements, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given.

## **6. Selection of Winner.**

Beginning on or around August 3, 2018, a team of judges composed of Sponsor employees will evaluate the Entries and select the Winner based on the number of points accumulated by each entrants on the basis of the following criteria (collectively, the "Judging Criteria"): knowledge of the Band (50%) artistic abilities (50%). The Winner shall be the individual who receives the highest overall score. In the event of a tie between or among Submission Materials, an additional judge will re-evaluate the tied Submission Materials by applying the Judging Criteria to select the Winner. The decision of the judges shall be final and binding in all regards.

**Sponsor reserves the right to modify or extend the Contest Period or not to award any portion of the Prize (as defined above in Section 5) in the event an insufficient number of eligible Entries meeting the minimal Judging Criteria are received during the Contest Period or for any other reason, as determined by Sponsor in its sole discretion.**

The Winner will be notified via the Social Media Accounts he/she used to submit the Entry. If the Winner cannot be contacted within one (1) calendar day of first notification attempt, if the Prize notification is returned as undeliverable, if the Winner rejects the Prize or in the event of noncompliance with these Official Rules, the Prize will be forfeited and an alternate Winner may be selected from all remaining eligible

Entries, as determined by Sponsor in its sole discretion. Upon any Prize forfeiture, no compensation will be given.

## **7. Conditions.**

Participation in this Contest and acceptance of Prize constitutes the Winner's and his/her Guests' permission for Sponsor to use their names, addresses (city and state), likeness, photographs, pictures, portraits, voices, biographical information and/or any statements made by Winner and his/her Guests' regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, CONTEST ENTITIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, DEALERS, AND THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN, THIS CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. Released Parties are not responsible if the Contest cannot take place or if any Prize cannot be awarded including, but not limited to, due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. If, for reasons beyond Sponsor's control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of Winner. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any Prize and may be prosecuted to the full extent of the law. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

## **8. Additional Terms.**

Any potential Winner may be requested to provide Sponsor with proof that such Winner is the Authorized Account Holder of the email account associated with the winning Entry. Any other attempted form of Entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of Entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to any entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right to cancel, terminate, modify, extend or suspend this Contest should it determine (in its sole discretion) that a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or website. Sponsor may prohibit an entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. Issues of Law.**

By entering, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (b) EACH ENTRANT EXPRESSLY WAIVES THE RIGHT TO HAVE ANY ACTION OR PROCEEDING RELATING TO THIS CONTEST HEARD BEFORE A JURY; (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will contestant be entitled to received attorneys' fees or other legal costs; and (d) under no circumstances will entrant be permitted to obtain awards for, and contestant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York. This Contest is void where prohibited or restricted by law.

**10. Use of Data.**

Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the Sony Music Entertainment privacy policy at [www.sonymusic.com/privacypolicy.html](http://www.sonymusic.com/privacypolicy.html). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**11. How to Get More Information.**

To receive the name of the Winner, send a self-addressed, stamped envelope by October 1, 2018 to Sony Music Latin 3390 Mary Street, Suite 200, Coconut Grove, FL 33139, Attention: "#CNCOPartyContest" Winner's Name. To obtain a copy of these Official Rules, send a self-addressed, stamped envelope to: Sony Music Latin 3390 Mary Street, Suite 200, Coconut Grove, FL 33139, Attention: "#CNCOPartyContest" Official Rules. Requests for Official Rules must be received by September 1, 2018.

**12. Sponsor.**

Sponsor is Sony Music Entertainment, 25 Madison Avenue, New York, NY 10010.