

VEVO SOUNDBOARD PANEL PARTICIPATION SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION OVERVIEW: The “Vevo Soundboard Panel Participation Sweepstakes” (the “Sweepstakes”) begins at 12:00 AM Eastern Standard Time (“EST”) on February 1, 2017 and ends at 11:59 PM EST on January 31, 2018 (the “Sweepstakes Period”) and is made up of 12 individual monthly sweepstakes (each, a “Monthly Sweepstakes”), each which begins and ends as follows (each, a “Monthly Sweepstakes Period”):

MONTHLY SWEEPSTAKES PERIOD	STARTS	ENDS	DRAWING ON OR AROUND
1	12:00 AM EST on February 1, 2017	11:59 PM EST on February 28, 2017	March 9, 2017
2	12:00 AM EST on March 1, 2017	11:59 PM EST on March 31, 2017	April 7, 2017
3	12:00 AM EST on April 1, 2017	11:59 PM EST on April 30, 2017	May 7, 2017
4	12:00 AM EST on May 1, 2017	11:59 PM EST on May 31, 2017	June 8, 2017
5	12:00 AM EST on June 1, 2017	11:59 PM EST on June 30, 2017	July 7, 2017
6	12:00 AM EST on July 1, 2017	11:59 PM EST on July 31, 2017	August 7, 2017
7	12:00 AM EST on August 1, 2017	11:59 PM EST on August 31, 2017	September 7, 2017
8	12:00 AM EST on September 1, 2017	11:59 PM EST on September 30, 2017	October 7, 2017
9	12:00 AM EST on October 1, 2017	11:59 PM EST on October 31, 2017	November 9, 2017
10	12:00 AM EST on November 1, 2017	11:59 PM EST on November 30, 2017	December 7, 2017
11	12:00 AM EST on December 1, 2017	11:59 PM EST on December 31, 2017	January 7, 2018
12	12:00 AM EST on January 1, 2018	11:59 PM EST on January 31, 2018	February 7, 2018

Three winners will be randomly selected from among all eligible entries received during the applicable Monthly Sweepstakes Period (each a “Winner” and collectively, the “Winners”).

2. ELIGIBILITY:

a. The Sweepstakes is open to persons who are (i) at least 13 years of age (or 15 years of age if resident in the UK) or older, (ii) a legal resident of the UK or one of the 50 United States and the District of Columbia and (iii) a registered member (each a “Member” and collectively, the “Members”) of www.VEVOSOUNDBOARD.com (the “Website”), at the time of entry. Employees (and their immediate families) of Vevo LLC (“Sponsor”), Vision Critical Communications, Inc. (“Administrator”) and/or their affiliates, subsidiaries, participating vendors, promotion or advertising agencies, prize contributors or any other company involved with the design, production, execution or distribution of the Sweepstakes (collectively, the “Sweepstakes Parties”) are ineligible to enter. Further, participants who have not yet reached the age of majority in the jurisdiction in which they reside will need to obtain permission from his or her parent or legal guardian in order to enter or win. By participating in the Sweepstakes, participants (and, if eligible minors, their parents or legal guardians): (1) acknowledge and agree that he/ she has read, understand and agree

to the terms of these Official Rules, (2) agree to be bound by these Official Rules and the decisions of Sponsor and Sweepstakes Parties, which are binding and final on matters relating to this Sweepstakes and (3) release and hold harmless the Sweepstakes Parties against any and all claims, injury or damage arising out of or relating to participation in the Sweepstakes and/or use or misuse or redemption of a Prize (as such term is otherwise defined herein). PARTICIPATION IN THE SWEEPSTAKES SHALL NOT BE VALID AND IS VOID WHERE PROHIBITED AND IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

b. EACH PARTICIPANT (OR, IF AN ELIGIBLE MINOR, HIS/HER PARENT OR LEGAL GUARDIAN) ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE SWEEPSTAKES IS SUBJECT TO SPONSOR'S TERMS OF USE AGREEMENT AND PRIVACY POLICY LOCATED ON THE WEBSITE. IF YOU DO NOT AGREE TO THE TERMS OF USE AGREEMENT AND PRIVACY POLICY, DO NOT ENTER THE SWEEPSTAKES, PROVIDE ANY PERSONAL INFORMATION ON THE WEBSITE OR OTHERWISE USE THE WEBSITE.

3. TO ENTER: During the Sweepstakes Period, Sponsor (or Administrator on Sponsor's behalf) will notify Members of the Sweepstakes on the Website, via email or through the Website, inviting Members to participate in certain activities on the Website, including, without limitation, completing an online survey, participating in an online forum discussion, etc. (each, an "Activity" and collectively, the "Activities"). Specific details with respect to the Activity, including, without limitation, overall description of the Activity, as well as how to participate in and complete the Activity, will be set forth in the applicable notification. Each Member hereby agrees that he or she will not submit any content which is obscene, offensive, racist or sexist as part of any Activity and each Member hereby acknowledges that if he or she does so, Sponsor reserves the right to immediately terminate their Membership. Each Member will be permitted to submit one entry into the Sweepstakes for each Activity he/she has fully completed. Please note that Members may also check for new Activities at any time by visiting the Website and logging into his/her account. Each fully completed Activity, regardless of the type of Activity, shall be hereinafter referred to as each, an "Entry" and collectively, the "Entries". All Entries must be received by the end date and time of the applicable Monthly Sweepstakes Period (as set forth in Section 1 above) in order to be eligible for the applicable Monthly Sweepstakes drawing and the chance to win a prize. **Limit:** No limit on the amount of Entries per person per Monthly Sweepstakes. All Entries become the property of Sponsor on submission and EACH MEMBER HEREBY AGREES TO ASSIGN ALL COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN ANY CONTENT THAT YOU SUBMIT AS PART OF AN ACTIVITY (E.G. ANY CONTRIBUTION THAT YOU MAKE TO A DISCUSSION FORUM) TO SPONSOR WITH FULL TITLE GUARANTEE. Each member further hereby agrees to sign any deed or document that he or she is at any time required by Sponsor to sign in order to give full effect to this assignment. All late, lost, incomplete, illegible or misdirected Entries will not be accepted and Sponsor is not responsible for or any error, omission, interruption, dilution, defect or delay in operation or transmission on the Internet or any damage to a participant's computer. Entries generated by mechanical, script, macro or other automated means or by any means which subvert the entry process are void. Receipt of Entries will not be acknowledged.

4. PRIZE DRAWING: Three potential Winners will be randomly selected by Sponsor (or Administrator on Sponsor's behalf) on or around each of the drawing dates specified in Section 1 above, from among all eligible Entries received during the applicable Monthly Sweepstakes Period. Odds of winning depend on the number of eligible Entries received during the applicable Monthly Sweepstakes Period. Please note that after each Monthly Sweepstakes Period, the pool of eligible Entries will be cleared out and all non-winning Entries from the previous Monthly Sweepstakes Period will not roll over to the next Monthly Sweepstakes drawing. ALL DECISIONS OF THE SPONSOR ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES.

5. PRIZES: Each Winner will receive one \$100 (or £60) Amazon.com gift card which will be sent to the Winner, subject to the Winner Notification/ Verification procedure set out below) ("Prize"). The approximate retail value ("ARV") of the Prize is \$100 (or £60) and the total ARV of all Prizes to be awarded during the Sweepstakes is \$3600 (or £2160). Gift cards are subject to the terms and conditions specified thereon. All details with respect to the Prizes shall be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a Prize of equal or greater value, including a cash award, in the event that the applicable Prize is not available. If any portion of any Prize is cancelled or postponed for any reason, Sponsor will have no obligation to award compensation in lieu thereof, the remainder of the applicable prize will be awarded and Sponsor will have no further obligation to the Winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes cannot be assigned, transferred or changed and, once a gift-card has been chosen as the prize by a Winner, it cannot be redeemed for cash except at the sole discretion of the Sponsor. Sponsor is responsible only for Prize delivery and shall not be responsible for Prize utility, quality or otherwise. All federal, state, and local taxes, and all other expenses not specifically mentioned herein are the sole responsibility of the Winner. Other restrictions may apply. THE SELECTION OF THE WINNER SHALL BE FINAL AND NO CORRESPONDENCE WILL BE ENTERED INTO.

6. WINNER NOTIFICATION/VERIFICATION:

a. Potential Winners will be notified, via the email address that has been designated by Winner through his/her account, on or around five days from the applicable drawing dates specified in Section 1 above. Sponsor (or Administrator on Sponsor's behalf) will make up to two attempts over the five-day period following selection to contact the potential Winner. If the potential Winner cannot be reached during the five-day period in which he/she is contacted the potential Winner will be disqualified and, an alternate Winner will be selected from among the remaining eligible Entries received, at Sponsor's discretion. If Sponsor is successful in contacting the potential Winner, then potential Winner (or, if an eligible minor, his/her parent or legal guardian) will be required to prove and confirm eligibility, including, without limitation, proof of age and residence within five days of being notified as a potential Winner. In the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner will be chosen from among all of the remaining eligible Entries received in Sponsor's sole discretion.

b. Each Winner (or, if an eligible minor, his/her parent or legal guardian) must complete and sign, within five days of receipt of such documents from Sponsor: (i) an affidavit of eligibility and release of Sweepstakes Parties and their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes directly or indirectly from acceptance, possession, or misuse of any Prize or participation in this Sweepstakes, (ii) except where prohibited by law, a promotional release granting Sweepstakes Parties the right to use his/her name and likeness for advertising and publicity purposes without additional compensation and (iii) any additional legal documentation furnished by Sponsor (1) verifying Winner's acceptance of these Official Rules and the conditions of participation in the Sweepstakes and/or (2) relating to the awarding, receipt and/or use of any Prizes made available in connection with this Sweepstakes (collectively, the "Winner Documentation"). Entry into this Sweepstakes constitutes agreement to sign such Winner Documentation. Failure to return all such Winner Documentation within the timeframes set forth herein, or any other noncompliance with these Official Rules, will result in disqualification of the potential Winner and an alternative potential Winner may be chosen from among all of the remaining eligible Entries received in Sponsor's sole discretion.

c. Sponsor expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason Sponsor deems necessary. Sweepstakes Parties shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to accept or utilize the Prize as described herein.

7. GENERAL TERMS:

a. ANY VIOLATION OF THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION. ANY VIOLATION OF THESE OFFICIAL RULES BY A PARTICIPANT OR ANY BEHAVIOR BY A PARTICIPANT THAT WILL BRING SUCH PARTICIPANT OR SPONSOR INTO DISREPUTE (AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION) WILL RESULT IN SUCH PARTICIPANT'S DISQUALIFICATION FROM HIS/HER PARTICIPATION IN THE SWEEPSTAKES AND ALL PRIVILEGES AS A PARTICIPANT SHALL BE IMMEDIATELY TERMINATED. ANY ATTEMPT BY ANY INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. ALL DECISIONS OF THE SPONSOR ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES.

b. Sponsor reserves the right to cancel, terminate or modify any transmission or other activity not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. Sponsor is not responsible for errors in the administration or fulfillment of the Sweepstakes, including, without limitation, mechanical, human, printing, distribution or production errors, and may modify or cancel the Sweepstakes (or any component thereof, including, without limitation, any individual Activity) for any reason or no reason in its sole discretion without liability or obligation. Sponsor assumes no responsibility for the incorrect or inaccurate posting of information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error, which may occur in the processing of the Entries, memberships, registrations or other correspondence or transmissions in connection with the Sweepstakes. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, applications,

failure of any e-mail or players on account of technical problems or traffic congestion or otherwise on the Website, Internet or at any other website, or any combination thereof, including, without limitation, any injury or damage to any participant's or any other person's computer related to or resulting from participation in the Sweepstakes, including any individual Activity. Sponsor is not responsible for any typographical or other error in the printing of any materials, administration of the Sweepstakes or any individual Activity, or in the announcement of the Winners. If, for any reason, any functionality or other aspect of the Sweepstakes is not capable of being offered and/or operated as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes (or any component thereof, including, without limitation, any individual Activity).

c. Sponsor reserves the right in its sole discretion (acting reasonably) to disqualify any participant for any reason, including those it finds to (i) have tampered with the entry process or the operation of any technology associated therewith (or any component thereof), (ii) be acting in violation of these Official Rules or interfering with the proper administration of the Sweepstakes, and/or (iii) be acting in a disruptive or unsportsmanlike manner, whether with intent to annoy, abuse, threaten or harass any other person or participant or otherwise, or to have provided inaccurate information at any time during the Sweepstakes, including, without limitation, on any Entries or Winner Documentation submitted in connection with the Sweepstakes or otherwise. Sponsor also reserves the right to amend or waive any provision of these Official Rules at any time if it becomes necessary to do so due to circumstances outside its control. Any variation will become effective at the time the revised Official Rules are posted on the website.

d. By participating in this Sweepstakes, participants (and, if eligible minors, their parents or legal guardians) (i) in addition to any other grants which may be granted in any other agreement (including, without limitation, the Winner Documentation) entered into between Sponsor and any participant in the Sweepstakes grants the Sweepstakes Parties and their respective successors, assigns and licensees, the right to use such participant's name, likeness, and limited biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website, the Sweepstakes or other promotions (save that the Sponsor agrees that it will not publish or display the address, contact details or date of birth of any Member on any publicly-accessible media), (ii) agree to indemnify and hold harmless the Sweepstakes Parties from any and all liability, losses, actions and damages resulting or arising from the participant's acts or omissions in connection the Sweepstakes, including, without limitation, all Activities and (iii) completely release and discharge the Sweepstakes Parties (to the maximum extent permitted by law) from any and all claims, liability, actions, suits, debts, dues, contracts, controversies, agreements, direct or consequential damages, judgments, executions, and demands whatsoever, in law or equity, whether arising in contract, tort or otherwise, whether known or unknown, foreseen or unforeseen, resulting or arising from or in connection with the Sweepstakes, including, without limitation, all Activities, and hereby acknowledges that Sweepstakes Parties have not made or are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes or otherwise.

e. Except where prohibited, as a condition of participating in the Sweepstakes, each participant agrees (or the participant's parent/legal guardian, if the participant is a minor in his/her state of legal residence) that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will any participant (or the participant's parent/legal guardian, if the participant is a minor in his/her state of legal residence) be permitted to obtain awards for, and hereby waives all rights to claim punitive, indirect, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses, and each participant (or the participant's parent/legal guardian, if the participant is a minor in his/her state of legal residence) further waives all rights to have damages multiplied or increased. All issues and questions, rights and obligations of each participant in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings as set forth in these Official Rules shall take place in the State of New York, County of New York.

8. LIST OF WINNERS REQUEST: To obtain the names of the Winners, please send a self-addressed, stamped envelope marked "Winners List" by October 6, 2018 to:

IF IN THE US:	IF IN THE UK:
“Vevo Soundboard Panel Participation Sweepstakes” c/o Vision Critical Communications, Inc. 436 Lafayette Street 6th Floor New York, NY 10003	“Vevo Soundboard Panel Participation Sweepstakes” c/o Vision Critical Communications, Inc. 17 Hatfields 2nd Floor London, SE1 8DJ

Residents of Vermont may omit the return postage on their request.

9. SPONSOR/ADMINISTRATOR:

- a. Sponsor: Vevo LLC, 4 Times Square, 25th Floor, New York, NY 10036.
- b. Administrator: Vision Critical Communications, Inc., 436 Lafayette Street, 6th Floor, New York, NY 10003.