

**SWEEPSTAKES GENERAL RULES COVER SHEET  
NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS  
SWEEPSTAKES**

This Sweepstakes is governed by this cover sheet (“Cover Sheet”) and the general sweepstakes rules (“General Sweepstakes Rules”) attached hereto and incorporated by reference herein (collectively, the “Rules”).

**Name of Promotion: 2018 Malibu Upgrades**

**Sweepstakes Start Date/Time: 5 PM EST, based on Sponsor’s clock, April 17, 2018**

**Sweepstakes End Date/Time: 9:00 AM EST, based on Sponsor’s clock, May 16, 2018**

**(Sweepstakes Start Date and End Date is, together, the “Entry Period.”)**

**How to enter:**

**During the Entry Period, please visit <http://hangoutmusicfest.com/register/> the “Sweepstakes Site.” Once there, in order to enter:**

Each entrant will be asked to register, which may include, among other things, his/her name, address, e-mail address, age and related registration information as prompted (the “Official Entry Form”) and submit the information by clicking the appropriate link. Entrants may, but are not required to opt-in to the Malibu Rum mailing list. Once the information is submitted the Entrant will be entered to win. Potential winners are selected at random.

**Total Number of Prizes: Forty-six (46)**

**Total Number of Potential Winners: Forty-six (46)**

**Prize Description:**

**Forty-five winners will receive access to premium Boom Boom viewing for the winner and one guest, for one day of the festival May 18, 19 or 20. One winners will receive access to premium viewing in the Malibu Cabana overlooking the Hangout Stage May 19 & 20.**

All costs and expenses not specifically part of the Prize shall be the sole responsibility of the winner. The specifics of all aforementioned elements of the Prizes shall be solely determined by the Sponsor or its designee. All taxes, upgrades and any other expenses not specifically identified in this Cover Sheet as included in a Prize are the responsibility of each winner. Alcoholic beverages are never part of the prize.

**Approximate Retail Value of Each Prize:** Approximate retail value of Boom Boom tent viewing is \$1099, per person. Approximate retail value of Malibu Cabana viewing is \$1599, per person, per day.

**Selection of Potential Prize Winners:** A Selected Entrant will be drawn on or about **May 16, 2018** (the "Drawing Date") from all entries received as of the end of the Entry Period. Selected Entrant will be informed within a reasonable time thereafter, but not to exceed seventy two hours.

**For Official Rules:** To receive a copy of the Rules, within ninety days of the Sweepstakes End Date, send a self-addressed, stamped envelope to:

Attn: Rules:  
Hangout Music Festival  
PO Box 4087  
Gulf Shores AL 26547

Requests for Rules must be received by October 1, 2016. WA and VT residents may omit return postage.

**For Winners List:** For a list of winners, send a self-addressed stamped envelope to:

Attn:  
Hangout Music Festival  
PO Box 4087  
Gulf Shores AL 26547

Requests for Winners List must be received by October 1, 2016. WA and VT residents may omit return postage.

## General SWEEPSTAKES RULES

### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES

- 1. SPONSOR/ENTRY PERIOD:** This Sweepstakes is governed by these General Sweepstakes Rules and the Cover Sheet attached hereto and incorporated by reference herein (collectively, the “Rules”). The Sweepstakes (the “Sweepstakes”) is sponsored by Hangout Music Festival, LLC (“Sponsor”), having its principal place of business at 200 E. Beach Blvd; Gulf Shores, AL 36542. The Sweepstakes Start Date and Sweepstakes End Date is as stated in the Cover Sheet (such period, the “Entry Period”).
- 2. ELIGIBILITY:** This Sweepstakes is open to residents of the U.S. including the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. territories and possessions) who are at least Twenty-one (21) years of age at the time of entry (the “Eligibility Area”). Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households (whether related or not)) of HO-MF, LLC, AEG Live LLC, Pernod Ricard USA, LLC, and any of its divisions, affiliates, parents or subsidiaries as well as suppliers, distributors and retailers of alcoholic-beverage products (collectively, the “Sweepstakes Provider”), are not eligible to participate in the Sweepstakes or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. Federal, state and local laws and regulations apply.
- 3. HOW TO ENTER:** Online entries only. To enter, visit the sweepstakes site provided on the Cover Sheet (the “Sweepstakes Sites”) at any time during the Entry Period. To be eligible to participate, each entrant may be asked to submit an official entry form, which may include, among other things, his/her name, address, e-mail address, age and related registration information as prompted (the “Official Entry Form”) and may be requested to perform some other action on the Sweepstakes Site as specified in the Cover Sheet. All of the Sweepstakes information will be posted at the Sweepstakes Site throughout the Sweepstakes period. Limit of one entry per person and per household. Duplicate entries from the same e-mail address/person/household account will be automatically eliminated without notice to the entrant. Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the relevant account. Entries must be received by the Sweepstakes End Date specified on the Cover Sheet. Odds of winning depend on the number of eligible entries received. No entries will be acknowledged or returned.
- 4. PRIZES:** The Prize and the approximate retail value thereof is as stated on the Cover Sheet. Additional restrictions may apply. Unless otherwise stated in the Cover Sheet, travel is not included. Any and all expenses not expressly listed in the Cover Sheet are the responsibility of the winner of the applicable Prize (“Prize Winner”). Winners of date specific prizes (i.e. concerts, trips) must be available on the dates specified. If the winner is not available on the specified

dates, winner will be disqualified and the Sponsor reserves the right to choose an alternate winner. For certain prizes which are date specific such as event or concert tickets, the Sponsor is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Sponsor reserves the right to not award the prize associated with that canceled event or concert, without any payment or obligation to the Winner or Potential Prize Winner or companion. Meals, gratuities, or travel-related expenses not specified herein are the sole responsibility of winner. Winner and guest must have all necessary identification. The Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value or may substitute such prize with another prize of equal or greater value, if for any reason a prize, or any portion thereof, as described herein and at the sole discretion of the Sponsor. Winner(s) must present state authorized identification prior to being awarded the prize. If a winner cannot be contacted or is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. If actual value of the prize is less than the stated ARV, or the winner and/or if applicable, his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited. A minor may not participate as a guest of a Prize Winner unless the Prize Winner is the minor's parent or guardian. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **PRIZE DRAWING:** The potential Prize Winners ("Selected Entrants") will be selected in a random drawing from all eligible entries received. The drawing will be held on or about the Drawing Date(s) as specified in the Cover Sheet. The drawing will be conducted by the Sweepstakes Provider whose decision is final and binding on all aspects of this Sweepstakes. The Selected Entrant will be notified within one day of the Drawing Date specified in the Cover Sheet, by e-mail. Failure of any Selected Entrant to respond within a reasonable time frame (but not longer than 24 hours) from such notification referred to above may result in disqualification and the selection of another entrant from among all eligible entries received. By entering the drawing, each entrant agrees to be bound by these Official Rules and the decisions of the Sweepstakes Provider. In the event of non-compliance for any reason, including the inability to accept the Prize for any reason, an alternate entrant may be selected.
6. **CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Sweepstakes, each entrant agrees to be bound by these Official Rules and by all decisions of the Sweepstakes Provider (which decisions are final and binding on all matters relating to the Sweepstakes), and to comply with all federal, state and local laws and regulations. The decisions of the Sweepstakes Provider are final on all

matters of fact, interpretation, eligibility, procedure and fulfillment. Entries and other submitted materials become the property of the Sweepstakes Provider and/or its promotional partner(s) and will not be acknowledged or returned. The Sweepstakes Provider is not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Sweepstakes Provider makes no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Sweepstakes. Although Sweepstakes Provider attempts to ensure the integrity of the Sweepstakes, the Sweepstakes Provider is not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. The Sweepstakes Provider is not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Sweepstakes or downloading materials from or using the Sweepstakes Site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Sweepstakes Provider, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, the Sweepstakes Provider reserves the right in its sole and absolute discretion to modify, amend or alter these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and to select a Selected Entrant from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Proof of submitting entry will not be deemed receipt of such entry by the Sweepstakes Provider. In the event that there are typographical errors that obscure the original intent of the Sweepstakes, Sweepstakes Provider reserves the right to cancel or modify the Sweepstakes appropriately.

All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winner(s). Prize Winner(s) may be sent a tax form 1099 in the event the average retail value requires Sweepstakes Provider to submit such form. In order to claim the Prize, the Selected Entrant may be required to sign an affidavit of eligibility and in compliance with these Official Rules, liability release, publicity release (unless prohibited by law), address verification and other registrations and participation information requested by

the Sweepstakes Provider (unless prohibited by law), at the discretion of Sweepstakes Provider. Additional information will be mailed to Selected Entrant using the address provided in the entry form. The return of forms or prizes as undeliverable may result in disqualification and selection of an alternate winner, at the sole discretion of the Sweepstakes Provider. In no event is Sweepstakes Provider required to contact Selected Entrant more than once.

By entering this Sweepstakes and unless prohibited by law, the Selected Entrant hereby consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential Prize Winner and guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering this Sweepstakes, unless prohibited by law, the potential Prize Winner agrees to grant to the Sweepstakes Provider, and its licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Sweepstakes Provider in its sole discretion.

7. **CONDUCT:** The Official Rules will be posted at the Sweepstakes Site throughout the Entry Period. By entering and participating in this Sweepstakes, entrants (a) fully and unconditionally agree to be bound by these official rules and by all decisions of the Sweepstakes Provider (which decisions shall be final and binding in all respects), including without limitation decisions regarding eligibility, prize winners and the interpretation of terms used in these Official Rules; and (b) represents and warrants that all information provided by entrant in connection with the Sweepstakes is true, accurate and complete. The Sweepstakes Provider reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future sweepstakes or other promotions of the Sweepstakes Provider, any individual it suspects: to be tampering with the entry process or the operation of the Sweepstakes or the Sweepstakes Site; to be acting in violation of the Official Rules or the Sweepstakes Site's terms of service, privacy policy or other terms, conditions or guidelines; to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; to have failed to agree to these Official Rules; or to be in violation of these Official Rules. Any attempt by an entrant or any other individual to deliberately damage any internet site or undermine the legitimate operation of the Sweepstakes is a violation of these Official Rules as well as criminal and civil laws. Should the Sweepstakes Provider believe or become aware that such an attempt has been, is being, or

will be made, the Sweepstakes Provider reserves the right to seek remedies and damages from any responsible entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation criminal prosecution.

8. **RELEASE AND INDEMNIFICATION:** By entering the Sweepstakes, entrants release and hold the Sweepstakes Provider, its affiliate entities, and partners from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Sweepstakes or participation in any Sweepstakes-related activity (including without limitation the removal from the site of, or discontinuation of access to, any materials), or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
9. **LIMITATION OF LIABILITY:** In no event will the Sweepstakes Provider, its affiliate entities or partners be responsible or liable for any damages or losses of any kind, including without limitation direct, indirect, incidental, consequential, or punitive damages, arising out of any access to and/or use of the Sweepstakes Site, the downloading from and/or printing material downloaded from the Sweepstakes Site, the removal from the Sweepstakes Site of, or discontinuation of access to, any materials, or the acceptance, possession, use, or misuse of, or any harm resulting from the acceptance, possession, use or misuse of, or participation in, any prize awarded in connection with the Sweepstakes. Without limiting the foregoing, the Sweepstakes, all Prizes, and all materials provided on or through the Sweepstakes Site are provided “as is” without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
10. **GOVERNING LAW/ DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants’, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Los Angeles County, California in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes. BY ENTERING THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND

EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

#### 11. MISCELLANEOUS:

**(a) Privacy and Data Collection:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Sweepstakes Provider's Privacy Policy (as may be amended from time to time), currently located at <http://hangoutmusicfest.com/privacy-policy/> ; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Sweepstakes Provider may require users wishing to participate in sweepstakes and promotions to complete an entry form which will require the submission of certain personally-identifiable information. The personally-identifiable information that may be collected in an entry form includes, but may not be limited to: participants first name, last name, zip code, phone number, age and email address. Prize Winners and potential Prize Winners may be required to provide additional personally-identifiable information such as a shipping address and telephone number. Personally identifiable information may be used to contact Prize Winners and potential Prize Winners for notification, prize delivery confirmation or other related purposes. Entry in the contest or sweepstakes may also result in an entrant being added to Sweepstakes Provider's mailing lists as well as those of promotional partners associated with the contest or sweepstakes. Acceptance of a prize may require Prize Winner (unless prohibited by law) to allow Sweepstakes Provider to post publicly some information on Sweepstakes Provider's website, such as on a winner's page.

**(b) Severability; Headings:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**(c) Winner:** For a list of winners, send a self-addressed stamped envelope to the address listed on the Cover Sheet under Winners List. WA and VT residents may omit return postage.

**(d) Rule Requests:** To receive a copy of these complete rules, send a self-addressed, stamped envelope to the address listed on the Cover Sheet under Rules Requests. WA and VT residents may omit return postage.

END OF RULES



