

**BEYOND THE MUSIC RETREAT PREMIER ACCESS GIVEAWAY  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.**

**1. INTRODUCTION:**

These rules (these “Official Rules”) govern your (“you”, “your”, or “Participant”) participation in the Beyond The Music Retreat premier access giveaway (the “Giveaway”) operated by Beatsource, LLC (the “Sponsor”). By entering the Giveaway, you agree that you have read these terms and agree to be bound by them. Please read carefully, as these terms form a binding legal agreement between you and Sponsor.

**2. ENTRY PERIOD:**

Submissions for the Giveaway (each, an “Entry”, collectively, the “Entries”) will be accepted from 7am PST on Friday, May 20, 2022 until 7pm PST on Monday, May 23, 2022 (“Entry Period”). Entries received before or after the Entry Period will not be accepted or eligible to win. Sponsor’s clock is the official clock of the Giveaway.

**3. ELIGIBILITY:**

This is a worldwide promotion. You are eligible provided that you are at least eighteen (18) years of age and have the legal capacity to enter into a binding contract in the jurisdiction in which they reside at the time of entry. To be eligible, you must also have an Instagram account. Obtaining an Instagram account is free. Employees, agents, officers, and directors of Sponsor and each of its subsidiaries and affiliated companies, advertising, promotion or production agencies and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Notwithstanding the foregoing, submissions are void in any territories and possessions where Beatsource’s services are not available for purchase and wherever prohibited or restricted by law

**4. HOW TO ENTER:**

In order to be considered a valid Entry, you must perform the following during the Entry Period in accordance with the Entry Requirements/Restrictions set forth in Section 5 below:

- Follow Instagram handles: @beatsourceofficial, @djcity, @djvice, and @beyondthemusicretreat
- Tag three (3) DJs in the comment section of either @beatsourceofficial, @djcity, @djvice, or @beyondthemusicretreat official Instagram posts announcing the Giveaway

If multiple Entries are received from an identified Instagram account in a single day, the first Entry will be valid and any other Entries will be void. Performing the above actions for an Entry on any other social media platform other than Instagram shall render said Entry invalid. Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of this Giveaway is a violation of these official rules, and may subject any persons involved to criminal and civil prosecution, and should such an attempt be made, sponsor reserves the right to seek remedies and damages from any such individual to the fullest extent of the law. The Giveaway is subject to all applicable federal, state and local laws and regulations.

Each Participant is only eligible to win one grand prize throughout the Giveaway (the “Grand Prize”). From all Entries submitted during the Entry Period, Sponsor will randomly select one winner (the “Grand Prize Winner”). You agree to be bound by all decisions of Sponsor, which are binding and final.

## **5. ENTRY REQUIREMENTS/RESTRICTIONS:**

Only Entries that meet the Entry Requirements/Restrictions set forth below will be considered an Entry. In order to be eligible for the Giveaway, your Entry must meet all of the following criteria:

- Comply with applicable Instagram guidelines and requirements for posting;

Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive;
- unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- is profane;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted Entry
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- communicates messages inconsistent with the positive images and/or good will to which Sponsor wishes to associate; or
- violates any law, including copyright laws.

All Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content deemed unacceptable by the Sponsor, in its sole discretion, will be disqualified and will not be published. The Sponsor makes the final determination as to which Entries are eligible to take part in the Giveaway.

No sponsorship, endorsement or authorization of the Sponsor by Instagram is intended or implied in the Giveaway; nor is Instagram, associated with the Giveaway in any way. Any questions, comments or complaints about the Giveaway should be directed to the Sponsor. It is the sole responsibility of each Participant to review and comply with all policies of Instagram (including, but not limited to any terms of service, community guidelines and privacy policies).

## **6. JUDGING CRITERIA:**

The Grand Prize Winner will be randomly selected by Sponsor from all eligible Entries during the Entry Period.

## **7. GRAND PRIZE:**

The Grand Prize Winner shall receive two (2) premier access packages (the “Premier Access Packages”) for themselves and one (1) guest of at least eighteen (18) years of age (the “Guest”) in connection with Beyond The Music Retreat 2022 located at the Wigwam Resort in Lichfield, Arizona to take place from June 13, 2022 until June 15, 2022 (the “Event”). Each Premier Access Package includes:

- All included benefits of “The Opener” package as described on the official Event website, where specific package pricing for various tiers can be found
- Lodging for three (3) nights at the Wigwam Resort in Lichfield, Arizona during the duration of Event
- Various limited edition Beyond The Music Retreat 2022 merchandise
- One (1) six-month (6 month) subscription to Beatsource LINK Pro+
- One (1) wristband providing access to two hours (2 hours) of complimentary beer and wine service during the “Welcome Reception” as described on the official Event website. Grand Prize Winner and/or Guest must be at least twenty-one (21) years of age in order to claim, and have access to, this specific component of the Grand Prize.

Approximate value of the Grand Prize is one thousand seven hundred ninety-eight dollars (\$1,798 USD), inclusive of tax and service charges. Sponsor will in no way cover travel expenses, as Grand Prize Winner and Guest are solely responsible for transportation to and from the Event. You hereby acknowledge and attest that Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes on prize value are the sole responsibility of the Grand Prize Winner. The Grand Prize is non-transferable. The odds of winning depend on the number of eligible Entries received during the Entry Period.

## **8. NOTIFICATION OF WINNER:**

The winner (the “Grand Prize Winner”) will be notified via Instagram shortly after 7pm PST on May 23, 2022 (the “Date of Selection”) by the one of the following handles: @djcity, @djvice, @beyondthemusicretreat, and @beatsourceofficial. The potential Grand Prize Winner must then respond to such notification within forty-eight (48) hours by responding to the aforementioned handle at with the information requested in the notification. In the event that a potential Grand Prize Winner does not respond to the notification within forty-eight (48) hours upon notification with the information requested, a disqualification may result, and the Grand Prize may be forfeited. In such event, Sponsor reserves the right to select an alternate Participant as the Grand Prize Winner.

## **9. OWNERSHIP AND PUBLICITY:**

By entering the Giveaway and providing an Entry, you grant Sponsor and its parent companies, affiliates, subsidiaries, agents and licensees, a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use, retweet, repost, reproduce, publish, display, or transmit the Entry, and to use and refer to you, your name, likeness, image, distinctive characteristics, city, state, and social media handle, in connection with the Giveaway, unless prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

## **10. RELEASE AND INDEMNITY:**

It is expressly understood that Sponsor is under no obligation to you other than as expressly set forth in these Official Rules. Sponsor shall not be responsible for any damages, taxes, or expenses that any winner may incur as a result of the Giveaway or receipt of the Grand Prize. You agree to release, indemnify, defend and hold harmless Sponsor, their respective licensees, franchisees, affiliates, parent companies, subsidiaries, successors and their respective directors, officers, employees, and advertising and production agencies from all claims, losses, liabilities and demands arising out of or in connection with (i) your participation in the Giveaway, (ii) your acceptance, possession, or use of the Grand Prize, and, without limiting the generality of the above, from any loss of or damage to property or injury or death to any person while using the prize or participating in the Giveaway, or (iv) any claim that your entry or Sponsor’s use, distribution or commercialization of the entry violates any copyright, intellectual property right or other proprietary right of any party.

Grand Prize Winner waives the right to (1) assert as a claim the cost of winning the Grand Prize and all costs of verification and redemption to redeem said Grand Prize, and (2) any liability claim which might arise from redeeming or seeking to redeem the Grand Prize.

Grand Prize Winner is solely responsible for all federal, state and local taxes and fees associated with the receipt of The Grand Prize. In the event that a selected Grand Prize Winner is ineligible, cannot be traced or does not respond within forty-eight (48) hours to a Grand Prize

Winner notification, or refuses the Grand Prize, the Grand Prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the Grand Prize to another Participant.

Sponsor is not responsible for phone, network, electronic or computer hardware or software failure or technical failures of any kinds, lost or unavailable network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor or another party, or by any of the programming or equipment associated with or utilized in the 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 your ability to participate in the Giveaway.

If for any reason your submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is the opportunity to provide another submission to the Giveaway, provided the Entry Period has not expired.

Beatport reserves the right in its sole discretion to cancel or suspend this Giveaway at any time for any reason.

## **11. PRIVACY:**

By entering this Giveaway, you grant your express permission to be contacted by Sponsor via email and/or via Instagram, Twitter or any other Beatsource-branded, DJcity-branded, and Beyond the Music Retreat-branded social channels. By participating in this Giveaway, you hereby acknowledge and agree that Sponsor may collect and use the personal information submitted by you to administer this Giveaway and pursuant to Sponsor's Privacy Policy, located here: <https://support.beatsource.com/hc/en-us/articles/4413209937684-Privacy-Policy-Cookie-Policy>

## **12. MODIFICATION OR WAIVER:**

Only an authorized officer of the Sponsor shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

## **13. MISCELLANEOUS:**

You agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or Grand Prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the United States District Court for the State of Colorado, or the appropriate Colorado State Court located in Denver, Colorado; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway but you may not recover any attorneys' fees, costs, punitive, incidental or consequential damages; and (iii) to the extent not prohibited by applicable law, you waive any right to a jury trial in any forum in respect to any issue, claim or cause of action arising out of or based on the subject matter hereof. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Giveaway, shall be governed by, and

construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules. The Giveaway is void where prohibited, restricted or regulated by law. Failure by Sponsor to enforce any of its rights or these Official Rules at any stage does not constitute a waiver of those rights. You hereby represent and warrant that you have read these Official Rules and are fully familiar with the contents.