## Podbean + Samson: Podcast Recording Solutions Giveaway Rules

- 1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
- 2. SPONSOR: Samson Technologies and Podbean, LLC ("Samson", "Podbean"). "Sponsor and its agents" shall mean Samson and Podbean; its advertising/promotional and/or fulfillment agencies; and their respective parent companies, affiliates, subsidiaries; and their respective employees, officers, directors, and agents. Giveaway Administrator shall mean Samson and Podbean.
- 3. ELIGIBILITY:: This Giveaway is open only to who are 18 years of age or older as of the date of entry. Employees of Samson or Podbean ("Sponsor"), its subsidiaries, affiliates, distributors and advertising and promotion agencies, and such employees' immediate family and household members, are not eligible. Void where prohibited by law.
- 4. HOW TO ENTER: This Giveaway will run monthly for 3 months (one podcasting package per month). You may enter the Giveaway in one way: (1) Online Entry: go to http://www.podbean.com/samsonpodcast-recording-solution-giveaway, fill out the online entry form, and submit it in accordance with the on-screen directions during the Giveaway Period. One entry per person/email address will be accepted for each giveaway period. You must enter for each prize package giveaway separately (entries will not carry over from month to month). Sponsor will not verify receipt of entries. By entering, Entrants agree to comply with these Official Rules, including all eligibility requirements. Illegible and/or incomplete entries and entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and its agents are not responsible for lost, late, or misdirected entries; for technical, hardware, or software failures of any kind; for lost or unavailable network connections; or for failed, incomplete, garbled, or delayed computer transmissions or any human error that may occur in the receipt or processing of the entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Giveaway without prior notification. Use of computer programs, macro, programmed, robotic, automatic, and other similar means to enter the Giveaway is prohibited and may result in the disqualification of the Entrant. In the event of a dispute regarding 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 on the date the entry is submitted.
- 5. POTENTIAL WINNER SELECTION AND NOTIFICATION: One (1) "Potential Winner" will be selected in a random drawing at the end of each giveaway month by the Sponsor, whose decisions are final and binding on all matters relating to the Giveaway. The Potential Winner will be notified by email using the contact information provided at the time of entry ("Prize Notification") and must respond to the Prize Notification within 72 hours, three (3) calendar days from the first notification attempt ("Deadline"). Such response shall include providing and/or confirming his/her full name and a mailing address ("Mailing Information"). The mailing address must include a street address (no P.O. Boxes). If a Potential Winner does not provide the Mailing Information in response to the Prize Notification by the Deadline, he/she will be disqualified and an alternate Potential Winner will be selected from all eligible entries received for the original drawing. Sponsor will attempt to award the prize to alternate winners, until a winner is named. Sponsor shall repeat the winner selection and notification procedures set forth in this Section, until a qualified Winner has been selected

- 6. PRIZE CONDITIONS: Selection and specifics of the Prize will be determined at the Sponsor's sole discretion. All prizes are subject to availability. No cash redemption or prize substitution allowed except by the Sponsor, who reserves the right at its sole discretion to substitute cash value or another prize it believes is of equal or greater value. Prize is nontransferable. Each entry will have an equal chance of winning. The Prize is awarded "AS IS" and without WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose).
- 7. TAXES AND COSTS RELATED TO THE PRIZES: All applicable taxes, including all federal, state, local, and other taxes, and any license and destination charges are the sole responsibility of Winner. Winner is advised to seek counsel regarding tax liabilities associated with the Prize. All expenses and incidentals not specifically mentioned herein are not included and are solely the responsibility of Winner, including but not limited to purchases, meals, beverages, airport transport, service fees, medical services, personal expenses, telephone calls, immigration fees, insurance, taxes, gratuities, and other costs.
- 8. GENERAL CONDITIONS: By participating in this Giveaway, participants agree: (a) to be bound by these Official Rules, the decisions of the judges; (b) to release and hold harmless Sponsor and the Giveaway Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs, or expenses caused by, arising out of, or related to their participation in the Giveaway and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury, or death caused to any person[s]); and (c) to be contacted by Sponsor via email. By accepting the Prize, Winner consents to the use of the Winner's name and/or likeness (including his/her voice, biographical/podcast information, city and state of residence, statements, photograph) for advertising and promotional purposes without additional compensation (except if Winner is a resident of TN or where prohibited by law). Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Giveaway for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. INTERNET: If for any reason the Giveaway is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Giveaway or website; and to cancel, terminate, modify, or suspend the Giveaway without notice; and to select the winner from all eligible entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure problems; or technical malfunctions of any computer online systems, servers, or providers; computer equipment; software; failure of any email or entry to be received by Sponsor on account of human error, technical problems, or traffic congestion on the Internet or at any website; theft or destruction or unauthorized access to, or tampering with or hacking of the discmakers.com website; any combination thereof, or otherwise, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in the Giveaway.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR

RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

MARKETING: Entrant agrees to have their full Sweepstakes registration information shared with Podbean and Samson for marketing purposes, which shall include, but not be limited to, newsletters, special offers, and brand communications. Entrants can opt out of such communications at any time.

PRIZES: One prize package will be given away each month to the winner from that month's entries. Package detail can be found on <a href="http://www.podbean.com/samson-podcast-recording-solution-giveaway">http://www.podbean.com/samson-podcast-recording-solution-giveaway</a>.