

OFFICIAL RULES

DROP4DROP x ED SHEERAN DRAWING

SWEEPSTAKES DRAWING – A PROMOTION TO BENEFIT DROP4DROP, INC., A CHARITABLE ORGANIZATION (the "Sweepstakes")

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

Please read these Official Rules. By participating in the "DROP4DROP x ED SHEERAN" Sweepstakes (this "Sweepstakes"), you unconditionally agree to these Official Rules and all decisions by Drop4Drop ("Sponsor"), which are final and binding in all matters related to these Sweepstakes.

- 1. ELIGIBILITY:** This campaign is open to legal residents of the 50 United States and the District of Columbia, the United Kingdom, Mexico and Canada (excluding Quebec) and most countries around the world, but are void in all countries on the United States list of embargoed countries, as well as in countries where domestic laws prohibit entry into sweepstakes. Winners must not be residents of Belgium, Cuba, Iran, Iraq, Ireland, Italy, Malta, North Korea, Singapore, Sudan, Syria or Thailand. In certain countries, local rules and laws may restrict or prohibit the award of certain prizes or impose additional restrictions on participation. Your country may allow you to enter a sweepstakes but not allow you to receive a certain Prize. It's your responsibility to review any specific restrictions before claiming that Prize or making a donation. Directors, officers, and employees of Sponsor and their respective parents, affiliate companies, subsidiaries, agents, advertising, fulfillment, marketing and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as their immediate family members (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible to participate in the Sweepstakes. All federal, state and local laws, rules and regulations apply. **This campaign is void where prohibited by law.**
- 2. PROMOTION PERIOD:** The Promotion begins at 9:00am Eastern Time ("EST") Monday, July 30, 2018 and ends at 11:59pm EST on September 1, 2018. ("Promotion Period"). Sponsor's server and computer clock is the official time-keeping device, and Sponsor's decisions are final and binding.
- 3. HOW TO ENTER THE SWEEPSTAKES:** You may enter by either method described below, (or a combination of the methods). Please read carefully the detailed instructions for both methods of entry:
 - (a) Entry with Donation.** To enter by making a donation, go to <https://rallyup.com/edsheeran> (the "Promotion Site") and follow the on-screen instructions to make a donation online with credit card. Donation entries will receive the applicable number of entries set forth next the donation amount in the table below:

| Donation Amount | Number of Entries |
|-----------------|-------------------|
| \$10 | 30 |
| \$25 | 100 |
| \$50 | 250 |
| \$100 | 600 |

Donations can be in the exact amounts set forth in the table above or you may choose a custom amount to enter and the number of entries received will be calculated for you. All donations must be made online at the Promotion Site via credit card and must be processed completely before the expiration of the Promotion Period. Donations not completed by the end of the Promotion Period will not count as entries. Donations made by means other than by credit card at the Promotion Site, including, but not limited to, donations by cash, checks and/or money orders, are not eligible and will not be counted as entries. No phone donations will be

accepted. No illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. Donations made in this Sweepstakes will go directly to the Sponsor, a non-profit organization qualified as a public charity under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended.

- (b) **To Enter without a Donation.** To enter without making a donation, print out the free-entry form available [here](#) and mail-to: 6670 Mammoth Avenue, Van Nuys, CA 91405, Attn: Drop4Drop Drawing. Mail-in entries must be postmarked by September 1, 2018 and received no later than 5 business days after. Limit of one mail-in entry per person/household for the Sweepstakes. Each free entry submitted will receive entries equal to the average number of entries received by those who made donations for the Sweepstakes. If the average number of entries by donation is not a whole number, your average number of entries received will be rounded up to the next whole number. (Example: 2.3 entries will be rounded up to 3 entries.)

Those who do not follow all of the instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor's sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation was charged (if entry via donation method) or by the account holder of the e-mail address used to enter. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to show proof of being the credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the potential winner will be disqualified.

SPECIAL NOTE ABOUT TAXES: Donations made in this Sweepstakes may not be tax-deductible in your jurisdiction and the winner's prize may be taxable in your jurisdiction. Consult a tax professional. You agree that Sponsor is not providing any accounting, tax or legal advice.

4. **SELECTION WINNERS AND ODDS OF WINNING:**

Sponsor or its representative will conduct a random drawing, and will award the prize, each as listed in section 5 below, on or about September 7, 2018 at 5:00pm (EST) from all eligible entries received for each drawing to determine the potential winner(s) ("Potential Winners"). Entries are subject to verification by Sponsor, and Potential Winners are not final winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to rule 6. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing. Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

5. **PRIZES:**

One Grand Prize winner will receive: the opportunity to meet Ed Sheeran backstage at his New York show, the opportunity to have Ed Sheeran teach you how to play one of his famous songs on guitar, tickets for winner and a friend to watch Ed perform at his New York 'Divide' tour show from the best seats in the house (September 21 or 22, 2018), and a signed guitar. Accommodations and travel included. **Prize value: \$2,500**

Restrictions and Limitations: In the event that Sponsor is unable to provide a winner with his/her prize(s), Sponsor may elect, in its sole and absolute discretion, to provide winner(s) with an alternate prize of equal or greater value. If a winner declines a prize for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. Canadian winners will be required to correctly answer a mathematical skill testing question as a condition of receiving a prize. Taxes and fees, if any, are the sole responsibility of each winner. **The prizes are provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by the released**

parties. All prize details are at sponsor's sole discretion. Any costs and expenses associated with prize acceptance and use not specified herein as being provided are winners' sole responsibility.

Additional Prize Terms. Prizes will be fulfilled within approximately 80 business days after the conclusion of the drawing. Grand Prize winner and guest must have valid photo ID and/or passports and all necessary visas or visa waivers required to enter the United States of America in order to travel. Sponsor and Administrator are not responsible for late, lost, damaged or stolen luggage. Grand Prize winner's guest must be of legal age of majority in his/her state of residence (and at least 18) unless winner is legal guardian of Guest and Guest is at least 14 years of age or older at the time of travel. Winner and Guest will be required to execute and return a liability/publicity release prior to prize award. It is recommended that each Grand Prize winner and guest obtain sufficient personal insurance prior to departure. Grand Prize winner and guest hereby release Sponsor and Administrator from any duty to provide, check, or verify all necessary passports, visas and tourist cards, birth certificates, vaccination certificates, and any other travel or entry requirements ("Personal Documents"). Sponsor and Administrator shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts, or other documents pertaining to the prize ("Travel Documents") once the Travel Documents have been provided to Grand Prize winner and guest. Sponsor and Administrator are not responsible for any flight cancellations, travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, Sponsor and Administrator are not responsible for awarding any compensation in lieu thereof. Grand prize winner and his/her guest must travel together on the same itinerary. Any changes to completed travel arrangements, once booked, are the sole responsibility of the Grand Prize winner, and are solely at such winner's expense. All reasonable costs and expenses related to prize acceptance, redemption and use are to be covered by Sponsor. These include, but are not limited to, ground transportation, meals and any accommodation fees incurred. Any incidental expenses not covered by Sponsor are the sole responsibility of Winner and Guest.

- 6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner(s) will be notified by email within seven (7) business days after being selected in a drawing by Sponsor or its representative. Potential Winners are not winners of any prize until their eligibility has been verified and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor's website on any other location indicates that an entrant has won.

Potential Winner(s) may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within forty-eight (48) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries.

- 7. USE OF NAME AND LIKENESS:** Unless it is otherwise prohibited by law, by accepting any prize, each winner expressly grants to Sponsor, and their respective designees, to use and publish his/her name, likeness, and photograph for advertising, promotional, publicity and other purposes in connection with this Sweepstakes ("Advertising") in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law). Each winner further agrees to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. All copyright, trademark or other intellectual property rights in such advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law.
- 8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Sponsor, Ed Sheeran, and their respective parents, affiliates, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, agents, contractors, suppliers and associate businesses (collectively, "Released Parties") are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; (b) errors (including printing), omissions,

interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; (c) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on an entrant's computer; and (d) errors in the administration of this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, in its sole discretion, to disqualify entrants who tamper with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

Winner and Guest will comply with all necessary conditions of being backstage and comply with directions of backstage crew and staff.

By participating in this Sweepstakes, you agree to release and hold harmless the Released Parties from and against any claim or cause of action, including but not limited to, personal injury, death, damage to or loss of property, a privacy violation that may arise out of your participation in the Sweepstakes, or your receipt or use or misuse of any prize.

9. **DISPUTES:** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a United States District Court in California; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes, and waive any and all rights to have damages multiplied or otherwise increased. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws in California, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the state of California.
10. **CAUTION:** Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
11. **ENTRANT'S PERSONAL INFORMATION:** By entering this Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.
12. **PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor, and their agents to administer this Sweepstakes, contact entrants, and for

the other purposes set forth in the Sponsor's [Privacy Statement](#). By entering this Sweepstakes, you agree to and accept that privacy policy.

13. **WINNERS LIST:** For a winners list, send a request to Drop4Drop, 6670 Mammoth Avenue, Van Nuys, CA 91405 by February 19, 2019.
14. **SPONSOR:** Drop4Drop, Inc., 6670 Mammoth Avenue, Van Nuys, CA 91405.

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