

Warped Rewind at Sea – Warped Tour Best Volunteer Contest

OFFICIAL RULES

- **NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST, OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, INCLUDING DC AND CANADA (EXCLUDING QUEBEC) WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND VOLUNTEER FOR WARPED REWIND AT SEA ON THE 2017 VAN'S WARPED TOUR.**
- **THIS IS NOT A GAME OF CHANCE. WINNERS WILL BE CHOSEN BASED ON STATED CRITERIA.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM, FLIPAGRAM, OR TWITTER.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING THE RESOLUTION OF ANY DISPUTES THROUGH BINDING ARBITRATION.

1. ELIGIBILITY: The “Warped Tour Best Volunteer Contest” (the “Contest”) is open to legal residents of the 50 United States, including DC, and Canada (excluding Quebec), who are 21 years of age or older at the time of entry and volunteer for Warped Rewind at Sea on the 2017 Van’s Warped Tour. Employees of NCL (Bahamas) Ltd., Sixthman, LTD and their respective affiliates, subsidiaries, parent companies, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and vendor agencies involved in the Contest, and the immediate families (spouse, parents, siblings and children) or household members of all such employees, are NOT eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations. Participation constitutes entrant’s full and unconditional agreement to these terms and conditions and Sponsor’s decisions, which are final and binding in all matters related to the Contest.

2. ENTRIES: All volunteers for Warped Rewind at Sea on the 2017 Van’s Warped Tour will be entered to win. No outside entrants will be accepted. If selected as a winner,

you will also be required to provide your full legal name, phone number, age, and home address. See below for entry criteria.

Entry Criteria: To participate in this Contest, you must have been selected and completed at least one day as a volunteer for Warped Rewind at Sea on the 2017 Van's Warped Tour.

3. SELECTION OF PRIZE WINNERS: All entrants will be judged by the Warped Rewind at Sea representative who is on Warped Tour in their discretion. Entrants will be judged based on the following two (2) criteria: (i) Attitude while interacting with Warped Rewind at Sea Rep and Warped Tour guests (50%) (ii) Ability to talk about the cruise and entice people to learn more about our event (50%). The Warped Rewind at Sea's Warped Tour representative's decision is final and binding on all entries. The representative, along with a team from Sixthman will choose one winner once 2017 Van's Warped Tour concludes. Odds of winning depend on your attitude and how well you perform while working the Warped Rewind at Sea tent at Van's Warped Tour.

The winner will be notified via email on August 18, 2017 and will be required to respond within 3 business days or the prize will be forfeited and an alternate winner will be chosen. Affidavit of eligibility (including SSN), prize acceptance form, tax information, assignment of rights, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the reasonable specified time or Prize will be forfeited and an alternate winner chosen.

The winner of the Contest will be revealed to the public by September 4, 2017.

4. PRIZE & APPROXIMATE RETAIL VALUES (ARV): The winning entrant will receive one (1) balcony stateroom for two on board the Warped Rewind at Sea cruise sailing on October 28 – November 1, 2017. Approximate retail value: USD \$2,750.00. Not included: Airfare, hotel accommodations prior to the cruise, \$13.50 per day per guest gratuities, casino, gift shop, excursions and any optional onboard expenses. A minor may accompany Winner as a guest only if the Winner is the minor's parent or legal guardian. Minor must be accompanied at all times during the cruise by minor's parent or legal guardian. All terms and conditions of the Sponsor's Standard Ticket Contract of Passage, as well as those stated in the General Information of the Sponsor's brochure/website, shall be applicable to this promotion and cruise passages. Dates subject to availability; certain restrictions and blackout dates may apply. All details of the Prize shall be determined solely by Sponsor.

All taxes, fees, and surcharges on prize are the sole responsibility of the winner. The winner will be issued an IRS Form 1099 for the fair market value of the prize inclusive of sales or other transaction taxes. Affidavit of eligibility (including SSN), prize acceptance form, tax information, assignment of rights, personal services agreement, publicity release, and/or mutually acceptable liability releases may be required where not prohibited. Any and all guarantees and warranties for merchandise prizes are subject to

the manufacturers and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable except in the sole discretion of the Sponsor. No substitution or cash equivalent is allowed. Sponsor reserves the right to substitute prizes of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner.

6. PUBLICITY RELEASE: Except where prohibited, participation in the Contest constitutes Entrant's consent to Sponsors' and its agents' use of Entrant's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

7. RELEASE: By entering, entrant agrees to accept and abide by the Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, you release Sponsors and their respective subsidiaries, affiliates, partners, employees, directors, and agents from any and against any and all injury, loss or damage including but not limited to, personal injury, death or damage to or loss of property, caused or claimed to be caused by your participation in the Contest or the Cruise. Entrant hereby agrees to defend, indemnify and hold harmless Sponsors and their respective officers, directors, employees, agents, parent companies, affiliates, subsidiaries, licensees, successors, assignees, against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of this document, including, without limitation, Entrant's representations and warranties.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or

jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If Sponsor in its discretion elects to so abbreviate the Contest, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the physical property of Sponsor and are not returnable.

9. DISPUTES / ARBITRATION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Miami, Florida and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Miami, FL, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. Federal and Florida state law will apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Miami, Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest (or any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

10. INFORMATION SUBMITTED: As a condition of entering the Contest, each entrant agrees his or her personally identifiable information submitted as part of an Entry will be used to administer the Contest, select prize winner, and fulfill prize. Such information may be shared with Sponsor's agents and affiliates as necessary to administer the Contest, confirm Winner identity or materials, and fulfill the prize. Winner information may be revealed to those individuals requesting a Winner's List.

11. **WINNER’S LIST:** To receive any legally-required name of the winner, send a legal-size, self-addressed, stamped envelope within sixty (60) days of the end of the Contest Period to: Sixthman Warped Rewind Best Volunteer Contest — Winners’ List, c/o Sixthman, LTD, 437 Memorial Drive SE, Suite A10, Atlanta, GA 30312. Winner’s List to be available after September 4, 2017.
12. **SPONSORS:** Sixthman, LTD, 437 Memorial Drive SE, Suite A10, Atlanta, GA 30312