

THIRD MAN RECORDS 333ft UNDERGROUND – OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. INTERNET ACCESS IS REQUIRED TO ENTER. MUST BE OVER 18 YEARS OLD AT TIME OF ENTRY.

1. **Eligibility:** The Tennessee Department of Tourist Development “Third Man Records 333 ft. Underground” (“Sweepstakes”) is open only to legal residents of the contiguous United States and the District of Columbia (“D.C.”) who have attained the age of eighteen (18) years old on the date of Sweepstakes entry. Guest of winner must also be at least eighteen (18) years old. Employees, officers and directors of the Tennessee Department of Tourist Development, VML, Inc., and iHeartMedia, Inc., (together, the “Sponsors”), FlyteVu and their respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, sales promotion and judging agencies, webmasters/suppliers, and their respective immediate family members (spouse, parents, legal guardians, siblings, children, stepchildren) or household members (whether or not related) are not eligible to participate. By entering you agree to these Official Rules. The Sweepstakes is void outside the contiguous United States/D.C. and where otherwise prohibited.

2. **Concert Location Accessibility:** Please be advised that the concert associated with this sweepstakes prize as greater described in Section 6, will take place in the Volcano Room of Cumberland Caverns located in McMinnville, TN. **Cumberland Caverns is not ADA accessible.** As a natural attraction, the pathways are considered semi-strenuous, with slopes and uneven surfaces. The path to the cave is 300 yards. It is approximately 350 yards from the cave entrance to the Volcano Room. The cave path has many ups and downs with the steepest slope descending 30’ into the Volcano Room. This is an adventure destination concert venue that is unfortunately not suited for all music fans. If you are in a wheelchair, require the use of a walker, or have knee, leg, feet, heart, breathing, or any other conditions that will not allow for over exertion, you should not attend. Cumberland Caverns does have vehicles for use in carrying equipment in and out of the cave and for emergency use only. These vehicles are not insured for the transport of customers and will not be used for such.

3. **Sweepstakes Period:** Promotion begins September 21, 2017 at 12:00:00 AM ET and ends September 25, 2017 at 9:00 AM ET (“Sweepstakes Entry Period”). During the Sweepstakes Entry Period there will be one (1) opportunity to win as set out in Section 4. Administrator's computer will be the official time keeping device for the Sweepstakes.

4. **How to enter:** During the Sweepstakes Period, first visit iHeartRadio’s website: www.iHeartRadio.com/Thirdman. After arriving at the landing page, you will be directed to either sign into your iHeartRadio account or to create an account. Upon completion and submission of the registration form, which will include but may not be limited to your full name and email address, you will be entered with one (1) entry into the Sweepstakes. You may gain one (1) additional entry through: 1) each friend who enters and shares your unique code; 2) following the iHeartRadio Music Festival on Twitter; and/or 3) following the iHeartRadio Music Festival on Instagram. **If entering via a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.** All entries/materials submitted in connection with the Sweepstakes will become the property of Sponsors and will not be returned.

5. **Prize Drawing and Notification:** Flytevu will conduct a random drawing from all eligible entries received during the Sweepstakes Entry Period to elect one (1) prize winner (the “Potential Winner”). The drawings will be held on or around September 25, 2017 at 9:00 AM ET by the Tennessee Department of Tourist Development or a party acting on its behalf, whose decisions are final and binding in all matters relating to this Sweepstakes. The Potential Winner will be notified by email and phone on or about

September 25, 2017 and must respond to the notification within one (1) day from the notification being sent or be subject to disqualification and another Potential Winner will be selected from the remaining eligible entries received during the Entry Period, if time permits. A prize notification being returned as undeliverable will result in disqualification of such entry. **Odds of winning will depend upon the number of eligible entries received.**

6. **One (1) Prize:** The prize winner will receive a three (3) day and two (2) night trip for two to Nashville, Tennessee. Prize includes round trip coach air transportation for two from the major airport nearest winner's residence to Nashville, TN, two (2) nights' standard hotel accommodations (single room; double occupancy) to occur on September 29 and September 30, 2017, two (2) tickets to attend the Third Man Records 333ft. Underground concert held at Cumberland Caverns, ground transportation to and from the concert departing from Nashville, TN, meet and greet for two (2) with Margo Price and a \$200.00 cash prize in the form of a pre-paid gift card for spending in city. Promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. *Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. The promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value. Approximate retail value ("ARV"): \$3,070.00. The travel will be booked on behalf of the Tennessee Department of Tourist Development. Airfare will be provided through Southwest Airlines, Delta or American. Hotel accommodations will be provided through a Marriott or Hilton Hotel. Travel must be booked by September 27, 2017. If travel is not booked by September 27, 2017, then the prize will be forfeited in its entirety and Sponsors will have no further obligation to winner. Winner and guest must travel together on the same itinerary. Guest has no independent right or claim to any prize. Flight schedules are subject to change without notice. Released Parties (defined below) are not liable for any expenses incurred as a consequence of flight cancellation/delay. By participating and accepting a prize, winner represents that he/she understands that travel, whether by plane, automobile, or other conveyance, or by foot, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, or other agencies, known or unknown. By accepting a prize, winner acknowledges their participation in the prize is voluntary, acknowledges that there are natural factors and occurrences which may impact on or affect the safety of the activities they are participating in and they assume the risk of such factors and occurrences and agree that the Released Parties will not be in any way responsible for any resulting injury and/or death. Winner and his/her guest represent that they recognize that such risks may be present at any time before, during and after the prize trip. Certain travel restrictions may apply. Air transportation and accommodations are subject to availability. Prizes are not assignable or transferable although Sponsors reserve the right to substitute a prize of equal or greater value due to unavailability. All other expenses not specifically mentioned herein, including but not limited to tips, gratuities, incidentals, room service, laundry service; local and long distance telephone calls, and service charges, required transportation, any necessary lodging other than that which is offered as part of a prize, all meals and beverages, and any other miscellaneous expenses not specifically mentioned above, are the sole responsibility of the winner. In addition, the winner is solely responsible for all federal, state, and local taxes as well as other fees associated with receipt of a prize, regardless of whether a prize is used in whole or in part. Taxes on the prize are solely the responsibility of the winner and winner agrees to provide a W-

9 Tax form. Prize winner will be required to disclose his/her social security number for the purpose of issuance of a 1099 MISC form for tax purposes.

7. **Verification(s)**: Once a Potential Winner has responded to the email message or phone with the required information, Potential Winner will be sent, via email, an Affidavit of Eligibility and Liability Release (including, where permitted, a Publicity Release) (the "Affidavit"), which they must execute and return within one (1) days of date of notification. Guest of winner must also execute and return a Liability/Publicity Release within the time period stated. By accepting a prize, winners grant Sponsors and Sponsors' agents, the right to use their names and likenesses in advertising, publicity and promotion without further compensation or permission, except where prohibited by law.

8. **Governing Law/Jurisdiction**: The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Tennessee and the United States of America. Except where prohibited, as a condition of participating in this Sweepstakes, each Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the Prizes awarded, or the determination of the Official Winner shall be resolved individually, without resort to any form of class action. Participant further agrees that in any cause of action, the Sponsors' entire liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sweepstakes Sponsors be liable for attorneys' fees and/or experts' fees and costs. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and Participant further waives all rights to have damages multiplied or increased.

9. **Limitation of Liability**: The Released Parties (as defined in Section 1 hereof) are not responsible for: Any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and/or, any entries which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, received with postage due or any combination thereof. Sponsors reserve the right to modify, suspend or terminate the Sweepstakes at any time that it may become necessary as a result of circumstances beyond the Sponsors' control. In the event prizes are to be awarded when the Sweepstakes deadline date has lapsed, potential winner will be selected from all eligible entries received as of the deadline date/time designated as the last day to enter the Sweepstakes.

10. **Release of Liability**: By participating, winner, winner's guest and entrants agree to release, discharge, indemnify and hold harmless the Released Parties from and against any claims made by a winner, a winner's guest, entrants or any other third parties related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in the Sweepstakes and/or any Sweepstakes-related activity.

11. 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. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. **Conditions of Entry:** Entry materials that have been tampered with or altered are void. If, in the Administrator's or Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Promotion, or to terminate the Promotion and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Website. In the event of a dispute as to the identity of the winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

13. **Winner's Names:** For the winner's name (available after winner has been verified), send a self-addressed, stamped, business size (#10) envelope by October 31, 2017 to: Flytvu, 11 Music Circle South Nashville, Tennessee 37203 ATTN: Third Man Records 333 ft. Underground, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102.

14. **Sponsors:** VML, Inc., 250 NW Richards Road, Kansas City, Missouri 64116 and Department of Tourist Development, William Snodgrass/Tennessee Tower, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102 and iHeartMedia Inc., 200 East Basse Road San Antonio, Texas 78209.

15. **Administrator:** Flytvu, 11 Music Circle South, Nashville, Tennessee 37203.

THIS SWEEPSTAKES IS VOID OUTSIDE THE CONTINUGIOUS UNITED STATES OF AMERICA AND WHERE PROHIBITED OR RESTRICTED BY LAW