# **Official Rules**

Marcus King Giveaway

Enter to win a limited-edition Marcus King belt buckle, a made-to-order Calton Case and Lone Hawk hat, a Tecova's leather tote and a bundle of Topo Chico merch!

Visit Gibson.com/giveaways/marcus-king to enter to win.

NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN A PRIZE. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ADVANTAGE TO BUYERS IN A SWEEPSTAKES.

VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

# 1. SPONSOR INFORMATION:

The "Marcus King Giveaway" is sponsored by Gibson Brands, Inc., located at 209 10th Avenue South, Suite 460, Nashville, TN 37203 (referred to herein as "Sponsor")

# 2. HOW TO ENTER A GIBSON GIVEAWAY:

The Marcus King Giveaway will begin on Wednesday, May 26, 2021 at or around 12:00 PM CDT and end on June 2, 2021 at 12:00 PM ("Entry Period"). Visit <u>Gibson.com/giveaways/marcus-king</u> and submit the official entry form which includes: your full, legal name, mailing address, valid e-mail address, birthdate, and consent for Sponsor to use your name on web channels.

In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the Entrant and must comply with these rules. Authorized account subscriber is the natural person who is the owner of the email address.

# 3. WHO CAN ENTER A GIBSON GIVEAWAY:

All legal residents 18 years or older in the United States, District of Columbia and Canada. Sometimes your state or Provence may allow you to enter a sweepstakes but not allow you to receive a certain Prize

"<u>Prohibited Jurisdictions</u>": Any province, state, city or municipality where local laws would prohibit the provision of or entry to or receipt of a prize in a game of chance. <u>It is your responsibility to review any specific restrictions before claiming that Prize</u>

"<u>Prohibited Persons</u>" Employees of Gibson or their immediate families (i.e., parents, spouses, domestic partners, siblings, and children), or anyone who has won a Gibson sponsored promotion in the preceding 12 months are not eligible to be entered into the Weekly Giveaway.

Additionally, any individual that uses a bot, software, or any other codes, instructions or third-party software for the purpose of automatically entering into the Gibson Giveaway or in any way that provides an unfair advantage over individuals that enter manually, will be disqualified from the Gibson Giveaway they entered and all future Gibson Giveaways, subject to Gibson's sole discretion.

IN ALL CASES, WEEKLY GIVEAWAYS ARE VOID WHERE PROHIBITED BY LAW

#### 4. WHEN CAN I ENTER A GIBSON GIVEAWAY?

The start and end date for each weekly Gibson Giveaway is listed on the Gibson.com/giveaways/marcus-king entry page.

#### 5. HOW DO I KNOW IF I WON?

The Winner will be chosen by random drawing from all eligible entries received during the Marcus King Giveaway. Potential Winner will be notified via email on or around June 9, 2021 at 5:00 pm CDT. Gibson will have complete discretion over interpretation of the Official Rules, of administration of the Marcus King Giveaway, and of selection of any Winner. Decisions of the Gibson as to the selection of the Winner will be final. Prize shall be delivered to Winner at Gibson's sole expense. All entries must be received by the deadline to be eligible to win a prize.

Gibson will make two attempts to notify the Potential Winner via email. Potential Winner will have 48 hours to respond, or the prize may be forfeited. The Potential Prize Winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited), which must be received by Gibson within ten (10) days after the Release is emailed to Entrant. If any Potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such Potential Winner may be disqualified, and an alternate may be selected. A Potential Winner is not a confirmed Winner until they have retuned all required documentation and their eligibility has been verified by Sponsor. Non-compliance shall result in disqualification and award of the prize to an alternate Winner. The Winner is solely responsible for all federal, state, and local taxes and other costs pertaining to the awarded prize.

Gibson may disqualify any Winner if said Winner does not meet the legal standards or respond within the allotted timeframe.

#### 6. WHAT ARE THE RESTRICTIONS OR CONDITIONS ON A PRIZE?

We describe each Prize at the Marcus King Giveaway page, including the approximate retail value for that Prize. Prizes cannot be transferred or substituted, or redeemed for cash, except that we can substitute a Prize of equal or greater value. ALL PRIZES ARE 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.).

Odds of winning depend on total number of eligible Entrants received during the Entry Period.

Taxes are the Winner's responsibility. For US Entrants, any Winner that receives a Prize with an approximate retail value of \$600 or more will be issued a Form 1099.

#### 7. ADDITIONAL LEGAL DETAILS:

Gibson and its subsidiaries and affiliates (the "Released Parties") are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable email; or for any computer, telephone, satellite, cable, network, electronic or internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/internet/website/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information.

By entering a Marcus King Giveaway, you agree: (a) to be bound by these Official Rules and by all applicable laws and decisions of Gibson, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against any of the Released Parties in connection with that Gibson Giveaway; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with your participation in a Gibson Giveaway (including any Prize).

Privacy/ Publicity Release. As a condition of entering the Marcus King Giveaway, each Entrant gives consent for Gibson to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Marcus King Giveaway and to comply with applicable laws, regulations and rules. Any information Entrants provide to Gibson may be used to communicate with Entrant in relation to this Marcus King Giveaway or on a Marcus King Giveaway winner's list. We will not sell or transfer any personal information about you, unless required for law enforcement or by statute. By entering this contest each Entrant gives consent to Gibson the absolute right and permission to use Entrant's name, city of residence in the live announcement of the Winner and in any and all advertising and promotional materials, in any manner or media whatsoever, for purposes of advertising, trade, or promotion. By entering this Marcus King Giveaway each Entrant acknowledges and agrees that shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of his/her name.

MISCELLANEOUS: The invalidity or unenforceability of any part of these Official Rules or the Affidavit will not affect the validity or enforceability of any other part. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Gibson's failure to enforce any

term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules.

# 8. HOW WE USE YOUR INFORMATION:

Check out our privacy policy at <u>https://www.gibson.com/Privacy-Policy</u> to see what information we collect and how we use it. If you choose to enter a Marcus King Giveaway, you agree to our privacy policy.

### 9. ETC.

For the name of the Grand Prize Winners and/or Official Rules, please send a request to

Gibson Brands, Inc. Marcus King Giveaway 209 10th Avenue South, Suite 460 Nashville, TN 37203 giveaway@gibson.com

All requests for Official Rules must be made one year from the date of the Marcus King Giveaway.