

Gibson Gives **RIG FOR RELIEF 2** to benefit for MusiCares (the “Sweepstakes”) – Valid in the US and Canada only

Gibson Foundation, Inc. (d/b/a “Gibson Gives”) has a mission to introduce, inspire, and amplify the power of music through guitars across all generations, genres, and genders. 100% of the funds raised will directly benefit the work of MusiCares®

When the music industry shut down, the people that keep music alive were the people most in need. Since March of 2020, MusiCares® has provided relief aid to over 31,000 music professionals and distributed more than \$24 million across all states, territories and 3,500 different cities in the US. Though live events and music gatherings are slowly returning, music creators and behind-the-scenes professionals are still without work and an unknown career future. MusiCares® is the safety net for those with continued mental health, medical, and financial struggles, and offers direct financial grant programs, networks of support resources, and tailored crisis relief efforts. MusiCares® will continue to work tirelessly to support the music community—through the pandemic and beyond. For more information, please visit: www.musicares.org.

To enter the Sweepstakes, please read the official rules below.

LEGAL NOTICES:

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES OR WIN A PRIZE.

IF YOU CHOOSE TO MAKE A DONATION, YOU WILL RECEIVE ENTRIES INTO THE DRAWING. VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

GENERAL OVERVIEW

Gibson Foundation d/b/a “Gibson Gives” is a U.S. 501(c)(3) tax-exempt Foundation, which receives donations through the web platform www.gibsongives.org (“Platform”). The prizes (“Prizes”) are ones that any eligible entrant (see restrictions below) can enter to win.

You do not need to make a donation to enter the Sweepstakes, but if you do, we will provide you entries as a thank you.

HOW TO ENTER

Gibson Gives will offer two different ways to enter the Sweepstakes. Both methods are described below.

To make a donation:

Visit <https://www.gibson.com/rigforrelief> accept the Official Rules and complete the donation registration form.

To enter for free:

To enter without donating send an email to GibsonGives@Gibson.com with “Rig for Relief 2” in the

subject line. Please provide your name, mailing address and a phone number where we can reach you. By entering you agree to these Official Rules.

In both instances, Entrant must follow the on-screen instructions to complete and thereafter transmit an entry form, which includes: your full, legal name, mailing address, valid e-mail address, consent for Gibson Gives to use name on web channels and to use email address. Entrant must be the registered subscriber of the email account from which the entry is made. Winner may be required to provide Gibson Gives with proof that he/she is the registered account holder for the e-mail address associated with the winning entry. If a dispute cannot be resolved to Gibson Gives' satisfaction, the entry will be deemed ineligible.

Entries may only be submitted by a single Entrant. Group Entries will not be accepted. Only one (1) individual may be considered to have produced and submitted the Entry. Only one (1) e-mail account per Entrant will be eligible to win. Any Entrant found to use multiple accounts will be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion, at Gibson Gives' sole and absolute discretion. 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. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Gibson Gives may be disqualified. Each entry submitted in this Promotion is referred to as an "Entry".

In the event of a dispute concerning who submitted an Entry, the Entry will be declared to have been made by the registered account holder of the e-mail address associated with the winning Entrant, but only if that person meets all other eligibility criteria. A registered 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 institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

ENTRY WEIGHTING

To make sure that our Sweepstakes is fair we use the method described below to make sure that all entries are considered, regardless of whether or not a donation was made. You do not have to make a donation to enter the Sweepstakes, but if you do, we give you one (1) additional entry as a as our way of saying thank you for providing a safety net for those in the music industry with continued mental health, medical, and financial struggles. Each free entry is automatically assigned one (1) entry. Odds of winning depend on total number of eligible entries received during the Entry Period defined below.

ELIGIBILITY

The Sweepstakes is open to legal residents of the United States, the District of Columbia and Canada who are 18 years or older. Full-time and part-time employees of Gibson Brands, Inc., Gibson Gives and members of their household and immediate families (i.e., parents, spouses, domestic partners, siblings,

and children), are not eligible to enter. 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 Sweepstakes or in any way that provides an unfair advantage over individuals that enter manually, will be disqualified from the Sweepstakes, subject to Gibson Gives' sole discretion. By participating in the Promotion, entrants agree to be bound by these Official Promotion Rules, release Gibson Gives and any affiliates against all claims, injuries, or damage arising out of any participation in these Promotion and redemption of the prize and acknowledge compliance with these Official Promotion Rules.

The Sweepstakes is void where prohibited by law.

ENTRY PERIOD

The Sweepstakes will begin at 12:00 PM CDT on May 13, 2021 and end at 11:59PM CDT on June 6, 2021 ("Entry Period"). All entries must be submitted during the Entry Period to be considered eligible.

HOW TO WIN AND THE ANNOUNCEMENT OF WINNERS

On **June 6, 2021** on or around 8:00 AM CDT Gibson Gives will use a computer randomizer to draw each "Potential Winner" for the Sweepstakes from the valid entries received during the Entry Period. The order of the drawing for each prize is random. A verification process consisting of an affidavit of eligibility will be required to ensure each Potential Winner meets the legal eligibility standards. Each Potential Winner agrees to cooperate fully with Gibson Gives which includes providing the information requested by Gibson Gives including, but not limited to, full legal names and addresses. Gibson Gives will announce the Potential Winners at 4:00PM CDT on June 7, 2021 at <https://www.youtube.com/c/gibsonguitar/videos>. A representative will also notify each Potential Winner via email. The Potential Winner must respond within forty-eight (48) hours, or Gibson Gives may move on to another randomly drawn Potential Winner. Before confirming a Potential Winner as the winner, Gibson Gives will require the Potential Winner to confirm their eligibility. Then, the Potential Winner must execute and return all required documents within the time frame specified by Gibson Gives. If you do not execute and return all required documents within the time frame specified by Gibson Gives, you will forfeit the Prize and Gibson Gives will move on to another randomly drawn Potential Winner.

Gibson Gives will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the Winner. Decisions of Gibson Gives as to the selection of the Winner will be final.

PRIZES

Mark Agnesi's Music Rig features eight items:

- One (1) Swag Package \$250
- One (1) Gridslammer pedal. \$179
- One (1) Cleo pedal. \$199
- One (1) Dynaplex pedal. \$199
- One (1) Goldmine pedal. \$199
- Two (2) Cab Clone IR \$599 each
- One (1) Mark V 25 combo. \$1699

- One (1) Bandlander 50 combo. \$2199
- One (1) Gibson Experience Flyaway to Garage - 2 roundtrip economy tickets, 3 hotel nights, tour of the garage, 2 swag bag of merch, factory tour pending Covid protocol \$2,900

Restrictions, conditions and limitations may apply. The Prize value may vary. Gibson Gives is not responsible for any substitutions, or any act or omission of any third person with respect to the Prize. Gibson Gives will use best efforts to ship each Prize to each Winner at Gibson Gives' expense within one month. Timing may vary depending on the impacts of the Covid-19 Crisis. Once a Prize is in your possession, it cannot not be replaced.

Prizes can't be transferred or substituted, except that Gibson Gives can substitute a Prize of equal or greater value. Unless otherwise specified in the Sweepstakes rules, the Prize may not be substituted, transferred, or redeemed for cash.

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).

The Winner is solely responsible for all federal, state, and local taxes and other costs pertaining to the awarded prize. Gibson Gives will provide Winner a W9 form. All winners that receive a Prize with an approximate retail value of \$600 or more will be issued a Form 1099.

WINNER PROMOTION

By accepting the Prize, you agree that we can use your name, address (city and state), photograph, voice and/or other likeness and Prize information. This means we can include you in advertising and trade and promotional materials for Gibson Gives, in any form of media (including media that's not yet known), and that we can do so without any additional compensation. This only applies unless otherwise prohibited by law.

ADDITIONAL LEGAL NOTICES

- Gibson Gives, Prize Providers, Charities and Promotional Partners (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 Sweepstakes, you agree: (a) to be bound by these Official Rules and by all applicable laws and decisions of Gibson Gives, 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 Sweepstakes; 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 Sweepstakes (including any Prize).

- 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 assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

WINNER LIST

For a list of Sweepstakes winners, send a request for winner information to Gibson Foundation, Inc., c/o Winner List, 209 10th Avenue South, Suite 460, Nashville, TN 37203 for one (1) year following the announcement, and we'll send you a list of the winners.

DISPUTES

By entering this Sweepstakes, you agree that any and all disputes and disagreements will be governed by laws of the State of Tennessee and you will bring any claims only in the Federal and State courts located in Nashville, Tennessee. You also agree that unless you are prohibited from law in doing so, you promise you will bring any and all disputes, claims and causes of action against Gibson Foundation, Inc. individually, without resort to any form of class action. Finally, unless the law prohibits you from doing so, you agree to waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and participants further waive all rights to have damages multiplied or increased.

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