

## THE "A.V. Fair 2018 BACKSTAGE BLOWOUT" OFFICIAL TERMS AND CONDITIONS

A copy of these rules can be obtained at the office of the A.V. Fair & Event Center during normal business hours Monday through Friday, 8am-5pm or by sending a self-addressed, stamped envelope to A.V. Fair, 2551 W. Ave H., Suite 102. Lancaster, CA 93536. Attn: "2018 Backstage Blowout". Each participant UNDERSTANDS AND agrees as follows:

**"BACKSTAGE MEET AND GREET" AGREEMENTS ARE CONFIRMED THE DAY OF THE CONCERT AND COULD BE CANCELLED (BY ARTIST/MANAGEMENT) AT THE LAST MINUTE. SHOULD A CANCELLATION OCCUR, THIS WILL NOT NEGATE ANY OTHER ASPECTS OF THE PROMOTIONAL PRIZE.**

**NO PURCHASE IS NECESSARY.**

**A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**1. Eligibility.** This Promotion is open only to legal U.S. residents who are age 18 or older at the time of entry. Void where prohibited by law. Employees and Directors on any of the Fair Boards, affiliates, subsidiaries, promotional sponsors, prize providers, advertising agencies, and the immediate family members and household members of such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Promotion Period.** The Promotion consisting of multiple different contests, will begin at **12:00pm NOON PST on Thursday, June 28, 2018 and will run until 12:00pm NOON PST on Thursday, August 9, 2018.** Sponsor's computer is the official time keeping device for this Promotion.

**3. How to Enter.** You will automatically be entered into the Promotional contest offered once you complete the following:

(i) Visit the Official A.V. Fair website at: <https://www.avfair.com>, Click on the Backstage Blowout panel on the homepage, fill out the Backstage Blowout Promotion form, select the Palmdale Auto Mall Concert you would like to win Backstage Passes for in the "A.V. Fair 2018 Backstage Blowout" contest, and submit. (ii) Entrants are required to read the "A.V. Fair 2018 Backstage Blowout Official Rules" link before entering.

**Participants may BEGIN SUBMITTING their entries on Thursday, June 28, 2018 12:00pm (noon) PST.**

**All entries MUST BE RECEIVED BY 12:00pm Noon PST, on the following dates per Palmdale Auto Mall Concert:**

**12:00pm (noon) PST, Thursday, July 5<sup>th</sup>:** Chaka Khan and Sheila E. (8/17)

**12:00pm (noon) PST, Thursday, July 12<sup>th</sup>:** Styx and Jake Rose (8/18)

**12:00pm (noon) PST, Thursday, July 19<sup>th</sup>:** Los Tigres Del Norte (8/19)

**12:00pm (noon) PST, Thursday, July 26<sup>th</sup>:** Chase Rice and Devin Dawson (8/20)

**12:00pm (noon) PST, Thursday, August 2<sup>nd</sup>:** The Fray and Bay Ledges (8/21)

**12:00pm (noon) PST, Thursday, August 9<sup>th</sup>:** Justin Moore and Walker County (8/22)

Use of any automated system to participate is prohibited and will result in disqualification. The A.V. Fair is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor reserves the right to contact entrants and all other individuals who submitted as part of this promotion. No mail-in, phoned-in or walked-in entries will be accepted.

**4. Winner Selections.** The A.V. Fair will select THREE entries *per Palmdale Auto Mall Concert* for the "A.V. Fair 2018 Backstage Blowout". Prizes described below will be distributed in a random drawing from all ENTRIES submitted for those individual or grouped concerts (per night) during the Promotion Period. Beginning on Thursday, June 28<sup>th</sup>, the A.V. Fair will begin announcing winners of the "A.V. Fair 2018 Backstage Blowout". The winners will be announced in the following order:

**12:00pm (noon) PST, Thursday, July 5<sup>th</sup>:** Chaka Khan and Sheila E. (8/17)

**12:00pm (noon) PST, Thursday, July 12<sup>th</sup>:** Styx and Jake Rose (8/18)

**12:00pm (noon) PST, Thursday, July 19<sup>th</sup>:** Los Tigres Del Norte (8/19)

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**12:00pm (noon) PST, Thursday, August 9<sup>th</sup>:** Justin Moore and Walker County (8/22)

Winning entrants must reply to email sent by the A.V. Fair & Event Center with the word "WINNER". The winning entrants will be contacted by the A.V. Fair & Event Center through email so they may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Sponsor's decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. **Failure to submit the "WINNER" reply to the official A.V. Fair & Event Center email within twenty-four hours (24) will result in disqualification and another winner will be chosen.**

**5. Verification of Potential Winner.** POTENTIAL PROMOTION WINNERS ARE SUBJECT TO VERIFICATION BY THE FAIR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

The potential winners will be ANNOUNCED on the A.V. Fair Twitter page: <https://www.twitter.com/avfairgrounds> on the dates mentioned (see **4. Winner Selections**), as a result of random drawings per individual or grouped concert, per night. The potential winners will be required to sign and return to the A.V. Fair, within three (3) days of the date "WINNER" reply is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a promotional prize is disqualified for any reason, the Fair may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**6. A.V. Fair Backstage Blowout Prizes:** THREE (3) winners, (of two (2) tickets each), PER each of 5 Palmdale Auto Mall Concerts, will receive:

- a. ONE (1) pair of BACKSTAGE PASSES for a Meet & Greet\* with the artist(s)
- b. ONE (1) pair of GOLD Circle tickets, (\$160 value)
- c. Dinner for two on the Antelope Valley Fair Association Directors Patio before the concert (5:00 pm)
- d. 1 VIP Parking pass per pair on the performance date to ONE of the following PALMDALE AUTO MALL CONCERTS:

Fri., 8/17, Dinner at 5pm, *Chaka Khan/Sheila E.* at 7:30pm

Sat., 8/18, Dinner at 5pm, *Styx/Jake Rose* at 7:30pm

Sun., 8/21, Dinner at 5pm, *Los Tigres Del Norte* at 7:00pm

Mon., 8/22, Dinner at 5pm, *Chase Rice/Devin Dawson* at 7:30pm

Tues., 8/23, Dinner at 5pm, *The Fray/Bay Ledges* at 7:30pm

Wed., 8/24, Dinner at 5pm, *Justin Moore/Walker County* at 7:30pm

\* As mentioned previously, Meet & Greets with performers could be cancelled at the last minute due to schedule or management changes.

NO professional photographer will be at the Meet & Greet. Winners must bring their own camera should they wish to take a picture with the artist.

There will be NO duplicate winners (i.e. the same person can NOT win the same prize package to more than one of the concerts listed above).

**Prizes must be redeemed on the night of the concert they have won. Winner's guests must be eighteen (18) years of age or older, unless winner is the parent or legal guardian of the guest. ALL packages are of no cash value, and are non-transferable and no substitution for a different concert or of any other kind of ticketed Fair event will be made except as provided herein at the Sponsor's sole discretion.**

**On the day of concert being redeemed, winners will use admission given or sent to them at the A.V. Fair Association Board of Director's Patio on the A.V. Fairgrounds NO LATER THAN 5:00pm for ALL concerts .**

**Winners are to present valid Photo IDs at time of check in for dinner on the Director's Patio on the night they have won tickets for. Once verified, winners will be given a Meet & Greet name badge for both winner and guest, and the SPECIFIC time they will be escorted out of the Director's Patio to the location inside of the Grandstand Arena, (IF the Meet & Greet is still scheduled to take place). Wristbands or any form of Backstage Pass will be distributed just before departing for the Meet & Greet. THE TIME TO LEAVE FOR THE MEET AND GREET WILL BE SPECIFIC. ANYONE NOT THERE AT THE SPECIFIED TIME WILL MISS THE MEET AND GREET ENTIRELY. NO EXCEPTIONS. After the Meet and Greet winners will be escorted to their reserved seats for the concert (unless Meet & Greet is scheduled after concert).**

**7. Accommodations/Travel.** Ground transportation, hotel and other expenses not specifically included in the Grand Prize description are the sole responsibility of the winner. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning depend on a number of factors including the number of eligible entries entered received during the Promotion Period and listeners participating at any given time. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

**8. Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the A.V. Fair, which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the A.V. Fair, subsidiaries, and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use, non-use or misuse of the prize.

**9. Publicity.** Except where prohibited, participation in the Promotion constitutes winner's consent to the Fair and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. Taxes.** All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

**11. General Conditions.** The A.V. Fair reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond the Fair's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Fair in its sole discretion. The Fair reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be

made, The Fair reserves the right to seek damages from any such person to the fullest extent permitted by law. The Fair's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use, non-use or misuse of any prize. (6) winners being late for designated time for Meet & Greet and therefore missing the Meet and Greet. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance or completion of the Promotion, or any part of it, for any reason, the Fair, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate California State Court located in the Lancaster, CA; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**14. Entrant's Personal Information.** Information collected from entrants and all entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. The Fair is not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the [www.avfair.com](http://www.avfair.com) website.

**15. Contest Results.** A winners list may be obtained after August 15, 2018 by sending a self-addressed stamped envelope to the Promotion Sponsor identified below.