The 2023 Texas Monthly Festival Sweepstakes Official Rules

Enter for your chance to win 2 VIP tickets to Austin City Limits on Friday, October 13th!

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. EACH ENTRANT AGREES TO THESE OFFICIAL RULES. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.

1. HOW TO ENTER: To receive entry into the 2023 Texas Monthly Festival Sweepstakes (i) go to https://www.texasmonthly.com/sponsored/enter-the-acl-fest-sweepstakes/ and complete all of the required information and follow all instructions and submit your entry by clicking on the "Enter" button, or (ii) hand print your name, complete address, telephone number on a postcard and mail via first-class mail to: Texas Monthly, ATTN: ACL Sweepstakes, P.O. Box 1569, Austin, Texas 78767-1569.

Limit one (1) entry per person during the Sweepstakes Period (as defined below). Automated entries will be disqualified. Any attempt by an entrant to submit multiple entries by using multiple/different email addresses, identities, registrations, logins or any other methods will void all of that entrant's entries. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. The Released Parties (hereinafter defined) are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Texas Monthly.

- **2. START/END DATES:** Sweepstakes begins at 10:00 AM CT on June 22, 2023 and ends at 5:00 PM CT on July 21, 2023 (the "Sweepstakes Period").
- **3. ELIGIBILITY:** Sweepstakes is open to all legal U.S. residents (except for residents of Maine) who are 18 years of age or older at the time of entry. This Sweepstakes is not open to employees, or immediate family or household members of employees, of Sponsor, Festival Entities (hereinafter defined) or their respective agents, vendors, parent companies, affiliates or subsidiaries. Final eligibility for the award of any prize is subject to eligibility verification. All entries must be submitted and received by the end of the Sweepstakes Period in order to participate. Texas Monthly reserves the right to require proof of eligibility. Sweepstakes is void outside of the United States, in Maine, and where prohibited by law.
- **4. RANDOM DRAWING/ODDS.** Winners will be selected in random drawings from all eligible entries received during the Sweepstakes Period with such drawings to occur on or around 7/25/2023. Odds of winning depend on the number of eligible entries received for the drawings at the end of the Sweepstakes Period. Drawings will be conducted by Texas Monthly. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the random drawings conducted by Texas Monthly, which will be final and binding in all matters relating to the Sweepstakes.
- **5. WINNERS/PRIZE:** One (1) winner will be randomly selected and will receive two (2) 1-day VIP tickets to Austin City Limits Music Festival at Zilker Park in Austin, TX valid for Friday, October 13, 2023 only. All other expenses not specifically mentioned herein are solely the winner's responsibility. **Parking, travel and accommodations are not included.** Ticket delivery method is at sole discretion of the prize provider which will be either sent to winner by mail, email, mobile ticketing or placed at venue Will Call the day of Festival under the winner's name. Winner must be present to pick up tickets and a valid photo ID will be required if tickets are placed at Will Call. Winner and guest must abide by all festival/venue policies. Festival Entities (defined below) reserve the right to revoke full or partial prize from any winner or winner's guest who it and/or festival/venue personnel deem may, in their sole discretion, be intoxicated, be a

safety risk, have violated any festival/venue policy or law, and/or may bring Festival Entities into disrepute. If winner is a minor in his/her state of residence, the quest must be winner's parent or legal guardian. A minor may accompany winner as a guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during festival by minor's parent or legal guardian. Winner and guest must sign and return a release as provided by the prize provider to winner via Texas Monthly before prize can be awarded. Winner and guest must have all necessary photo identification (e.g., a valid state-issued driver's license or Real ID-compliant license or ID) required for age verification and identification purposes. Resale of tickets is prohibited. By claiming tickets, you agree to Front Gate Tickets Terms of Use and to abide by the health and safety measures in effect at the time of the Festival, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Prize availability is conditioned on the occurrence of the Festival, which is not guaranteed. Should the Festival be cancelled or rescheduled, you will be notified as soon as reasonably possible. Approximate retail value of the prize is: One Thousand Four Hundred Ten Dollars (\$1,410). As used herein the terms "Festival Entities" shall collectively mean Live Nation Worldwide, Inc., C3 Presents, LLC and its landlords or licensors (related to the Event), if any, Capital of Texas Public Telecommunications Council, Inc., Austin Parks Foundation, the City of Austin, and each of their respective parents, partners, divisions, subsidiaries, officers, directors, members, managers, agents, affiliates and related entities, and employees.

Prizes are non-transferable and substitutions or cash equivalents are not permitted, except by prize provider, who reserves the right to substitute a prize of comparable or greater value, in its sole discretion. Winners will be notified by phone, in person, by email or via overnight carrier service by Texas Monthly. If a winner cannot be contacted or if the winner is unable to accept a prize within five (5) business days following notification, the prize will be forfeited and, at Texas Monthly's discretion, awarded to an alternate winner. You can obtain a list of the winners by sending a self-addressed, stamped envelope postmarked by July 31, 2023 to Texas Monthly, ATTN: ACL Festival Sweepstakes, P.O. Box 1569, Austin, Texas 78767-1569.

- **6. GENERAL RULES:** By participating in this Sweepstakes, entrants agree to be bound and abide by these Official Rules, and to accept the decision of Sponsor as final. All federal, state, and local taxes, gratuities and any other expenses not specified herein are the winner's responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize. Federal, state and local rules and regulations apply. All entries become the property of Sponsor and will not be acknowledged or returned. Winner will be required to fill out a 1099 tax release form and an affidavit of eligibility and release, as well as an acknowledgement of (prize) receipt.
- 7. RELEASE/OTHER REQUIREMENTS. BY ACCEPTING THE SWEEPSTAKES PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND IT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND FESTIVAL ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY INCLUDING ALL CLAIMS ARISING OUT OF, BUT NOT LIMITED TO, INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, ENJOYMENT AND/OR USE OR MISUSE OF ANY PRIZE RECEIVED IN THIS SWEEPSTAKES. By entering, each entrant grants permission, without compensation, to Sponsor, prize provider(s) and their agents and licensees to use the entrant's name. picture, likeness and/or any other information contained in the entry for purposes of internally documenting the prize awards and for disclosure of the prize winners in print and/or internet broadcast. Except where prohibited by law, all entrants consent to being photographed and/or interviewed about the Sweepstakes and grant full permission and consent to the Released Parties to use any of such photographing and/or interviewing results for the purposes described in the preceding sentence, and release the Released Parties from all liability related thereto. Released Parties are not responsible for loss or damage in shipping. Sponsor is not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic

communications caused by any Released Party, the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes and which may limit a participant's ability to participate. Release Parties are not responsible for late, lost, stolen, misdirected, incomplete, illegible, damaged or postage-due mail entries, or for any printing, typographical or other errors in the Sweepstakes materials, or in the offer or administration of this Sweepstakes including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of the prizes. No Released Party (i)makes any warranty, guaranty or representation or any kind concerning the prizes and (ii) each Released Party disclaims all implied warranties, including without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Sponsor reserves the right to cancel this Sweepstakes promotion at any time without obligation or prior notice. VOID WHERE PROHIBITED BY LAW.

- 8. **PRIVACY:** Except as noted in these Official Rules, information collected for this Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification and will not be re-used, sold or shared in any manner by the Sponsor or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Texas Monthly's Privacy Policy, which is available at https://www.texasmonthly.com/about/privacy-policy/. In the event of any discrepancy between the Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- **9. SPONSOR:** Texas Monthly LLC. For inquiries contact Texas Monthly, ATTN: Festival Sweepstakes, P.O. Box 1569, Austin, Texas 78767-1569 or 512-320-6985 and leave a message. All messages are reviewed within 48 to 72 hours (two (2) to three (3) working days).