## RELIGIOUSLY. THE ALBUM. PRE-SAVE SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED BY LAW OR REGULATIONS.

- Sweepstakes Period. The Religiously. The Album. Pre-save Sweepstakes (the "<u>Sweepstakes</u>") begins at 10am Central Standard Time on May 4, 2023 (the time and date previously set forth is referred to herein as the "<u>Start</u> <u>Date</u>") and ends at 10:59 PM Central Standard Time on May 11, 2023 (the time and date previously set forth is referred to herein as the "<u>End Date</u>") (the period between the Start Date and End Date sometimes referred to herein as the "<u>Sweepstakes Period</u>"). Sponsor's computer will be the official clock of the Sweepstakes.
- 2. Eligibility. The Sweepstakes is offered only to legal residents of the forty-eight (48) contiguous United States or the District of Columbia who, at the time of entry: (a) are at least twenty-one (21) years old; and (b) have online access. Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable entrant. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED BY LAW (certain jurisdictions may impose additional eligibility restrictions). Sponsor (as defined below) and its parents, subsidiary and affiliated entities, advertising and promotional agencies, web masters and web suppliers, and their respective officers, directors, agents, employees, representatives, and shareholders, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each of Sponsor and Artist (collectively, "<u>Affiliates</u>"), are not eligible to enter or win. Entrants must fulfill all requirements set forth in these Official Rules and abide by all decisions of the Sponsor in order to be eligible for a prize.
- 3. Entry. During the Sweepstakes Period, visit https://www.baileyzimmermanmusic.com/religiouslysweepstakes and enter with Spotify or email alternative (an "Entry"). NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN (BUT IF AN ENTRY IS MADE BY MOBILE DEVICE, MOBILE CARRIER MESSAGING OR DATA RATES MAY APPLY). A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Entries are limited to one per person. Entries must be received by the specified cut-off time on the End Date. Entries received after the End Date or otherwise outside the Sweepstakes Period are void. The Sweepstakes may only be entered from and in eligible jurisdictions. For purposes of this Sweepstakes, an Entry is "received" when Sponsor's servers record the Entry information. Proof of sending (such as, without limitation, a printed, saved or copied automated receipt confirming entry, a "thanks for entering" screen or message) does not constitute proof of actual receipt of the Entry. Any attempt at entry except as above stated is void. All Entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Sponsor, Artist and their respective Affiliates assume no responsibility for lost, late or misdirected Entries, or for human error, or malfunctions of electronic equipment, computer hardware or software or any other technical problems.
- 4. Prizes. Prize for Winner (the "Prize"): The Winner will receive one (1) pair of custom Bailey Zimmerman Nike shoes (retail value: \$210), one (1) Gibson guitar signed by Bailey Zimmerman (retail value: \$170), one (1) *Religiously. The Album.* CD signed by Bailey Zimmerman (retail value: \$9.99), and one (1) Religiously T-Shirt (retail value: \$35). The total approximate retail value ("ARV") of the Prize is \$425. Actual retail value of the prize may vary depending on the Winner's residence, market conditions, change in value of components (e.g., air transportation) and other reasons. Sponsor is not responsible for and Winner will not receive the difference between the actual value of the prize at the time of the award and the stated ARV of these Official Rules or in any Sweepstakes-related correspondence or materials. In the event the Winner lives within close proximity of the trip destination (as determined in Sponsor's sole discretion), Sponsor may substitute airfare with ground transportation, and any difference in value will not be awarded. Failure to complete the trip prize does not relieve Winner of his/her tax obligations associated with winning the trip prize. Specific travel arrangements and all prize details not specified herein will be made and determined in Sponsor's sole discretion. Travel must originate from and end at the same airport. The Winner and his/her guest must travel together on the same itinerary. It is the Winner's and his/her guest's responsibility to comply with all travel requirements, which may include, without

limitation, presenting necessary identification (including photograph identification) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. The Winner may be required to present a credit card at time of hotel check-in to cover hotel incidentals. All meals, gratuity, in-room charges, travel expenses, travel and other insurance, carrier fees, government charges, transfers, ground transportation, taxes (federal, state and local) and other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the Winner. Winner agrees that his/her guest must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign and have notarized and return a release from liability and, where legal, a publicity release to Sponsor in the timeframe specified by the Sponsor or travel will not be allowed. If the guest is a minor in his/her state of residence, they are only eligible to be the guest of the Winner if the Winner is their parent or legal guardian. Once selected by the Winner, the guest cannot be changed without the express consent of the Sponsor, which may be withheld for any reason. By entering the Sweepstakes and accepting the Prize, the Winner agrees to maintain his/her/their behavior in accordance with all applicable laws and generally accepted social practices. The Winner understands and agrees that Sponsor or prize provider has the right, in their sole discretion, to disqualify and remove the Winner and his/her/their guest from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the person, property, or reputation of Sponsor or otherwise violates the policies of the prize provider, and in such case, the Winner will still be solely responsible for all taxes and other expenses related to the prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption of travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize. In the event that the Winner is unable to comply with the terms of these Official Rules, Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining entrants. ALL PRIZES ARE AWARDED "AS-IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Winner Selection and Notification. The potential Winners will be selected by random drawing from among all 5. eligible Entries received on or about May 15, 2023. Odds of winning will depend on the total number of eligible Entries received during the Sweepstakes Period. The drawing will be conducted by Sponsor, the judge of the Sweepstakes, whose decisions on all matters related to these Official Rules shall be final and binding. The potential Winners shall be notified by phone on or about May 16, 2023. NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH BELOW). Each potential Winner will have twenty-four (24) hours from the moment such notification is issued to respond to such notification by following the instructions provided therein, or the prize will be forfeited. If a potential Winners timely responds to such notification, the potential Winners may be required to sign, notarize and return to Sponsor, within forty-eight (48) hours of the date notice is sent, an Affidavit of Eligibility/Liability and Publicity Release in the form or forms provided by Sponsor (where and to the extent legally permissible) in order to claim the prize. Return of any prize notification as undeliverable will result in disgualification, forfeiture of the prize, and selection of an alternate winner. If a potential Winners does not reply to the notification within twenty-four (24) hours of its issuance, fails to (if required) sign, notarize and return an Affidavit of Eligibility/Liability and Publicity Release within forty-eight (48) hours of the date of notification, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the prize will be forfeited and an alternate Winners may be selected, at Sponsor's discretion, in a second chance drawing of all eligible Entries received during the Sweepstakes Period. If Sponsor is unable to contact a potential Winners or if a potential Winners is unable to confirm his or her acceptance of the prize, Sponsor reserves the right to select another potential Winners in accordance with these Official Rules. Sponsor shall have no liability to previously selected potential winners who have not timely responded. If not disgualified, the potential prize Winners must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the prize is contingent upon fulfilling all requirements. Except where prohibited by law, in addition to any other grants that may be granted in any other agreement entered into between Sponsor and any winner, by accepting a prize, the Winners agrees to grant to Sponsor, and the Releasees, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name,

photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising, promotional and other purposes without further approval or consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent to the foregoing uses.

- General Conditions. By entering, entrants agree: (i) to be bound by these Official Rules and Sponsor's Privacy 6. Policy as indicated in Paragraph 10 of these Official Rules, (ii) that the decision of the Sponsor is final and binding on all matters relating to the Sweepstakes; and (iii) to be contacted by Sponsor by email, telephone and/or mail. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules. Sponsor reserves the right, at its sole discretion, to disgualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or any website related to the Sweepstakes; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, macro, automatic, programmed or the like entry methods will void all such Entries by such methods. False or deceptive Entries or acts, as determined by Sponsor, will render the entrant ineligible. Sponsor reserves the right to restrict Entries from any IP address or device if suspicious activity is detected or suspected. In the event of a dispute as to the identity of the person submitting an Entry, the authorized account holder of the email account used to enter the Sweepstakes at the actual time of registration will be deemed to be the entrant and must comply with these rules. The authorized email account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to provide the Sponsor with proof that the potential Winner is the authorized account holder of the email address associated with the potentially winning Entry. Sponsor may prosecute any fraudulent activities to the full extent of the law. All federal, state and local laws and regulations apply. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law.
- 7. Release. BY ENTERING, ENTRANT (I) AGREES TO RELEASE AND HOLD SPONSOR, ARTIST, AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SWEEPSTAKES SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (II) INDEMNIFIES AND HOLDS HARMLESS RELEASEES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY SWEEPSTAKES ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.
- 8. Limitations of Liability. The Releasees make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. The Releasees are not responsible for any lost, late, illegible, misdirected, mutilated, incomplete, incorrect or inaccurate Entries or Entry information, whether caused by the users of any website related to the Sweepstakes, by tampering or "hacking,"

or by any of the equipment, computer hardware or software or any other technical operation or programming associated with or utilized in the Sweepstakes, and the Releasees assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission to any website related to the Sweepstakes or the Sweepstakes website, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to Entries and/or Entry information. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, tampering, technical failures, or any other causes beyond the control of Sponsor which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to void suspect Entries and/or to cancel, terminate, modify or suspend the Sweepstakes and select the Winners from among all eligible Entries received prior to such cancellation, termination or suspension. Additionally, the Releasees are not responsible for any cancellation or postponement of any aspect of any prize. Although Sponsor attempts to ensure the integrity of the Sweepstakes, entrants acknowledge that Sponsor is not responsible for the actions of entrants or other participants in connection with the Sweepstakes, including entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE REGISTRATION PAGE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM SAID SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM SAID SITE OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, OR ANY HARM RESULTING THEREFROM INCLUDING ANY INJURY OR DAMAGE TO ENTRANTS' OR TO ANY OTHER PERSON'S COMPUTER, OTHER EQUIPMENT, OR PERSON IN CONNECTION WITH PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH SAID 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, OR NON-INFRINGEMENT.

- 9. Disputes/Choice of Law. Except where prohibited, entrants agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the Winners shall be resolved individually, without resort to any form of class action, and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorney's fees; and (iii) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Releasees in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard for conflicts of law doctrine and all proceedings shall take place in that State. Entrants irrevocably agree to personal jurisdiction by the federal and state courts located in the County of Davidson in the State of Tennessee, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO HIS/HER ENTRIES OR OTHERWISE RELATED TO THE SWEEPSTAKES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- 10. **Privacy and Personal Information.** Information collected from entrants is subject to Sponsor's Privacy Policy (located at <a href="http://www.warnermusicnashville.com/privacy-policy/">http://www.warnermusicnashville.com/privacy-policy/</a>) except to the extent waived by a Winner through agreement to a Publicity Release and provided that in the event of any conflict between these Official Rules and such privacy policy, the terms and conditions of these Official Rules shall prevail. Specifically, and without limitation, Sponsor reserves the right to communicate with any entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Sweepstakes, entrant will not be permitted to "opt out" of receiving such communications.

- 11. **Sponsor.** The Sweepstakes is sponsored by Warner Music Nashville LLC ("<u>Sponsor</u>"), 20 Music Square East, Nashville, TN 37203.
- 12. Winners' Names/Official Rules. For the name(s) of the winner(s) and/or copies of these Official Rules, send a self-addressed, stamped envelope to: Winner List, Bailey Zimmerman Religiously. The Album. Pre-save Sweepstakes, c/o Warner Music Nashville LLC, 20 Music Square East, Nashville, TN 37203. All such requests must be received within six (6) weeks after the End Date.
- 13. **Non-Endorsement.** The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Sweepstakes website or the Sweepstakes.
- 14. **Interpretation.** In the event of any conflict between any information provided on the Sweepstakes website regarding the Sweepstakes (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.
- 15. **Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

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