

POLLSTAR LIVE! 2023 POSTER CONTEST RULES

(The “Contest”)

OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. PERIOD: Contest begins at 12:00 p.m. Pacific Daylight Time (“PDT”) on October 28, 2022 and ends at 11:59 p.m. PDT on January 6, 2023 (the “Contest Period”).

2. ELIGIBILITY: Contest is open to legal U.S. residents who are, or are a representative of, a promoter, venue, manager or similar position of (a) live event(s) and/or show(s) in the 2022 calendar year and who are at least 18 years old at time of entry. Contest is void where prohibited by law. Directors, employees, and the immediate family (spouse, parent, sibling, children, grandparent or grandchildren and their respective spouses, regardless of where they reside) and/or household members, whether or not related, of individuals employed by OVG Media & Conferences, LLC, (“Sponsor”), and all of their respective parents, subsidiaries, affiliates, directors, officers, employees, advertising and promotional agencies, are ineligible to participate. Contest is subject to all applicable federal, state and local laws.

3. HOW TO ENTER: Submit your wholly original artwork to: Oak View Group (Poster Contest) [11755 Wilshire Blvd, 9th Floor, Los Angeles, CA 90025](#), Attn: Media & Conferences. To be considered for the Contest, each submission (“Contest Submission”) must be received no later than January 6, 2023 and:

– Must showcase a live event and/or show that you produced in the 2022 calendar year.

– Posters must be unmounted and no larger than 24" x 36".

– Must be shipped unfolded in a tube or flat – NO FOLDED CONTEST SUBMISSIONS.

– Must include contact information consisting of your name, email address, phone number, and address.

– A 72 dpi jpeg or .png file of your submission must also be sent to: postercontest@pollstar.com

Sponsor reserves the right to allow for minor deviations from the guidelines and restrictions set forth herein, based on clear intent to comply with these Official Rules, as determined by Sponsor in its sole discretion. All Contest Submissions become the sole property of the Sponsor and will not be returned.

PROHIBITED CONTENT: Contest Submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that: is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Contest Submission;

- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
- contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person (living or dead), such as license plate numbers, personal names, e-mail addresses or street addresses, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or violates any law.

Contest Submission must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe

upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If Contest Submission includes the name and/likeness of a minor, entrant must be that minor's parent or legal guardian. If a Contest Submission contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Contest Submission, any and all releases, permissions and consents necessary to permit the use and exhibition of the Contest Submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, permissions from any person who is mentioned in, appears in or is identifiable in the Contest Submission and permissions from any person who took the photograph or filmed the video of the entrant. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Contest Submission null and void. By submitting a Contest Submission, entrant warrants and represents that he/she and any persons who are mentioned in, appearing or identifiable in the Contest Submission consent to the submission and use of the Contest Submission in the Contest and to its use as otherwise set forth herein.

By submitting a Contest Submission, entrant represents and warrants that the Contest Submission conforms to these Official Rules and understands that Sponsor, in its sole discretion, may disqualify the Contest Submission for any reason, including if it determines in its sole discretion, that the Contest Submission fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

USE OF CONTEST SUBMISSIONS: By submitting a Contest Submission, entrant hereby grants to Sponsor a nonexclusive license to reproduce, distribute, display, perform, and create derivative works based upon, or otherwise exploit the Contest Submission in any manner or media now known or hereafter devised throughout the world in perpetuity for advertising, promotional and other purposes, without further compensation, notification or permission. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Contest Submissions by third parties. Sponsor has no obligation to make use of the rights granted herein.

4. WINNER DETERMINATION:

All eligible Contest Submissions will be judged in accordance with the following criteria: (i) Content; (ii) Creativity; (iii) Originality; and (iv) Public votes from the Pollstar Live! 2023 Conference. A panel of qualified judges will do a preliminary screening of all entries for compliance with the rules and adherence to the judging criteria, as well as hand selecting Contest Submissions to advance to the public round. Such judges shall determine adherence to the judging criteria in their absolute and sole discretion. Sponsor shall display a to be determined number of Contest Submissions with the highest scores at the Pollstar Live! 2023 conference for voting by the attendees of the Conference (“Attendees”).

Each Attendee may cast one vote for one Contest Submission at the Pollstar Live! 2023 conference. The winners of the Contest will be determined based upon the number of qualifying votes received. Any attempt by any person to vote more than the number of times authorized herein, using any third-party proxy voting services, using multiple names or e-mail addresses and/or any other fraudulent mechanism(s), including robotic, automatic, programmed or similar methods, shall give Sponsor, in its sole discretion, the right to disqualify the vote and/or Contest Submission from Contest. All Contest Submissions and the votes each Contest Submission receives are subject to verification by Sponsor, and must meet all eligibility requirements before Contest Submission may be confirmed as a winner of any prize.

The three (3) Contest Submissions that receive the overall highest scores shall be deemed the winners (together, the “Potential Winner”). In the event of a tie, Contest Submissions will be re-judged based on the same criteria listed above and a winner will be determined by Sponsor in its sole discretion. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Submissions.

Decisions of Sponsor and judges are final and binding.

The Potential Winner(s) must comply with all terms and conditions of these Official Rules, and winning a prize is contingent upon fulfilling all requirements. The Potential Winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within 24 hours of the date of notice in order to claim his/her prize and become an official winner (“Official Winner”). If a prize or

prize notification is returned as undeliverable, a Potential Winner cannot be contacted, is not in compliance with these Official Rules or fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period, the Potential Winner may be disqualified and forfeits the prize. In the event that a Potential Winner is disqualified for any reason, Sponsor will award the prize to a runner-up.

5. PRIZE(S): The Contest Prizes are as follows:

FIRST PRIZE (1): One (1) First Prize Winner will receive one (1) full page, full color advertisement in Pollstar (Approximate Retail Value (ARV): \$5,000).

SECOND PRIZE (1): One (1) First Prize Winner will receive one (1) half-page, full color advertisement in Pollstar (Approximate Retail Value (ARV): \$3,200).

THIRD PRIZE (1): One (1) First Prize Winner will receive one (1) third-page, full color advertisement in Pollstar (Approximate Retail Value (ARV): \$2,267).

Total ARV of Contest Prize(s): \$10,467.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Prizes must be redeemed during the 2023 calendar year and shall be redeemed no less than thirty (30) days in advance. Prizes subject to availability in the requested Pollstar issue, in Sponsor’s sole discretion. Official Winner(s) will be responsible for all federal, state and local taxes and fees and other costs and expenses associated with prize receipt and/or use that are not expressly included in the prize description. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute prize or prize component with cash or another prize of comparable or greater value. Sponsor is solely responsible for providing elements of prize to Official Winner. All prize details are at Sponsor’s sole discretion.

6. PUBLICITY: Except where prohibited, participation in the Contest constitutes Official Winners’ consent to Sponsor and its parent, subsidiary and affiliated companies and their designees to use his/her name, likeness, photograph, voice, opinions, biographical information, hometown and state for advertising and promotional purposes, in any manner, in any and all media now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

7. PRIVACY POLICY: Personal information provided in connection with this Contest will be used in accordance with Pollstars' Privacy Policy , which can be viewed at <https://www.pollstar.com/privacy-policy>.

8. GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled Contest Submissions or emails or postage-due, damaged or illegible mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties or other errors or difficulties of any kind whether human, mechanical electronic, computer network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Contest Submissions, the announcement of the prize(s) or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor 's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize(s) using the winner determination procedure set forth above from among the non-suspect, eligible Contest Submissions received up to the time of the impairment. Sponsor reserves the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated Contest Submissions. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be

made, Sponsor reserves the right to seek damages and other remedies (including, without limitation, attorney's fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute regarding Contest Submissions received from multiple users having the same e-mail account, the authorized subscriber of the e-mail 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 e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

9. RELEASE/LIMITS OF LIABILITY: By entering this Contest, each entrant and Official Winner agrees to release and hold harmless OVG Media & Conferences, LLC, its parents, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all others associated with the development and execution of this Contest (collectively, "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

10. DISPUTES: Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of California or the appropriate California State Court located in California; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will entrants be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will entrants be permitted to obtain awards for and entrants hereby waive 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 Contest, 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.

11. CONTEST SPONSOR(S):

OVG Media & Conferences, LLC, [11755 Wilshire Blvd, 9th Floor, Los Angeles, CA 90025](#)

12. WINNERS' LIST: For the names of the Official Winner(s) or a copy of these Official Rules, please send a self-addressed, stamped envelope to: Pollstar Live! 2023 Poster Contest c/o Oak View Group, [11755 Wilshire Blvd, 9th Floor, Los Angeles, CA 90025](#) by March 8, 2023. Please specify Winners List or Rules Request.