

OFFICIAL RULES

No purchase necessary to enter this sweepstakes. Any purchase will not improve your chances of winning. By entering this sweepstakes, all entrants agree to abide by these Official Rules, waive any rights to claim ambiguity with the rules, and agree that the decision of the Sponsor is final in all matters relating to this giveaway. Void where prohibited by law, or where the registration or filing requirements of any federal, state, provincial, municipal or local law have not been complied with.

- 1. **PROMOTION PERIOD**: "Grace VanderWaal WLOM Sweepstakes" (the "**Sweepstakes**") begins at 12:01 AM Eastern Time ("**ET**") on October 9th, 2024, and ends at 11:59 PM ET on October 31st, 2024 (the "**Promotion Period**"). The clock of the Sponsor (as defined below) is the official timekeeper of the Sweepstakes.
- 2. **ELIGIBILITY**: Open to legal residents of the United States (excluding Rhode Island) who are eighteen (18) years old or older at the commencement of the Promotion Period. Employees of Pulse Records, LLC ("**Sponsor**") and/or their respective advertising and promotion agencies, affiliates, parent companies, subsidiaries, and members of their respective immediate families (spouses, parents, children, and siblings and their spouses) and/or those living in the same household of each are not eligible. All applicable federal, state, and local laws, taxes and regulations apply.

3. HOW TO ENTER:

- A. Enter via Instagram: During the Promotion Period, entrants must complete the following steps to receive one (1) entry into the Sweepstakes: (1) film a video in portrait (i.e., not landscape); (2) include the official "What's Left Of Me" by Grace VanderWaal audio clip on Instagram Reels in the video; (3) use the hashtag "#GraceWLOM" when posting the video on Instagram Reels; and (4) ensure the video filmed by entrant does not include any copywritten or trademarked materials (e.g., brand names, brand logos, artwork, music other than "What's Left Of Me" by Grace VanderWaal, etc.). For clarity, any Sweepstakes submissions which contain copywritten and/or trademarked materials shall be deemed ineligible. Entrants may make unlimited entries during the Promotion Period.
- B. **Enter via TikTok**: During the Promotion Period, entrants must complete the following steps to receive one (1) entry into the Sweepstakes: (1) film a video in portrait (i.e., not landscape); (2) include the official "What's Left Of Me" by Grace VanderWaal audio clip on TikTok in the video; (3) use the hashtag "#GraceWLOM" when posting the video on TikTok; and (4) ensure the video filmed by entrant does not include any copywritten or trademarked materials (e.g., brand names, brand logos, artwork, music other than "What's Left Of Me" by Grace VanderWaal, etc.). For clarity, any Sweepstakes submissions which contain copywritten and/or trademarked materials shall be deemed ineligible. Entrants may make unlimited entries during the Promotion Period.
- C. **Enter by Mail**: As an alternative entry method, print your name, mailing address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Grace VanderWaal WLOM Sweepstakes" c/o Pulse Records LLC, PO Box 39638, Los Angeles, CA 90039. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. Entrants may make unlimited entries during the Promotion Period.
- 4. **RANDOM DRAWING**: Five (5) winners ("Winners") will be selected at random, using an online aggregator, by Sponsor from among eligible entries received during the Promotion Period. Odds of winning will depend upon the total number of eligible entries received during the Promotion Period. Sponsor's

decisions as to the administration of the Sweepstakes and Prize (defined below) awards are final. Potential Winners will be contacted by Sponsor via direct message from Sponsor's Instagram and/or TikTok accounts (@Pulserecords) by Friday, November 1st, 2024.

- 5. **PRIZE** (the "**Prize**"): Each Winner will receive one (1) lithograph signed by Grace VanderWaal (Retail value of \$100.00 USD).
- 6. **GENERAL RULES:** Entrance into the Sweepstakes is voluntary, and no purchase is necessary to enter. Winners will be asked to provide Sponsor with your full name, email address, and, if chosen as Winner, mailing address. Winners must respond with their acceptance of the prize within three (3) days of notification attempt, or the Prize will be forfeited, and an alternate Winner may be selected. Sponsor will then email Winners an Affidavit of Eligibility and Liability & Publicity Release Form (the "Affidavit and Release Form"). The Affidavit and Release Form must be completed and emailed to Sponsor within three (3) days of notification attempt, or the Prize will be forfeited, and an alternate Winner may be selected. All material submitted to Sponsor will be handled in accordance with Sponsor's Privacy Policy. Acceptance of a Prize constitutes permission to the Sponsor and their respective agencies to use the applicable Winner's (and/or the child of the applicable Winner) name, biographical information, pictures/portraits, likeness and/or voice, for purposes of advertising and trade without further compensation or additional notice, unless prohibited by law. Winners of the Sweepstakes accept and agree to Sponsor providing their personal details, including, but not limited to Winner's address, email address, and phone number(s) to Sponsor's affiliates for purpose of Prize distribution. By participating in this Sweepstakes, Entrant agrees to be bound by these Official Rules and the respective decisions of Sponsor. Sponsor is not responsible for technical hardware/software failures of any kind, lost/unavailable network connections, or failed/incomplete, garbled or delayed computer transmission, which may limit a user's ability to participate. Sponsor reserves the right to cancel and or modify the Sweepstakes at will. Additionally, Sponsor reserves the right to cancel, modify or disgualify any Entrant if fraud, misconduct, or technical failures destroy the integrity of the Sweepstakes as determined solely by Sponsor. Sponsor is not responsible for any typographical/other error in printing of Sweepstakes administration/Prize announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Sweepstakes. SPONSOR IS NOT RESPONSIBLE FOR ANY TAXES, FEES, ACCOMMODATIONS, TRAVEL AND/OR ANY OTHER COSTS WITH RESPECT TO THE PRIZES AWARDED (IF APPLICABLE). WINNER ASSUMES ALL LIABILITY IN AND IN CONNECTION WITH WINNER'S USE OF PRIZE. EACH ENTRANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, PRIZE PROVIDER, ANY SOCIAL MEDIA PLATFORM, THEIR PARENTS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS AND ITS PARENTS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES AND ACCEPTANCE AND USE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, DAMAGE TO PROPERTY, PERSONAL INJURY AND DEATH.
- 7. **GOVERNING LAW/DISPUTES**: Any and all disputes will be resolved in the appropriate Davidson County courts in the state of Tennessee in the United States, exclusively, and subject to the laws of the state of Tennessee. Should there be any conflict between the laws of Tennessee and any other laws, the conflict will be resolved in favor of the laws of the state of Tennessee. Further, in any such dispute, under no circumstances will any participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than participant's actual out-of-pocket expenses that are specifically associated with the Sweepstakes and participant further waives all rights to have damages multiplied or increased.
- 8. **PRIVACY**: By entering the Sweepstakes, Entrant agrees to Sponsor's use of Entrant's personal information and/or Sponsor sharing such information with third parties for the purposes of (a) the administration of the Sweepstakes, (b) to publicly announce the Winners of the Prize, and/or (c) demonstrate compliance with applicable state/federal/local laws and regulations covering privacy guidelines and/or random prize drawings. To learn more about how we collect personal information, who we share it with, how you can correct it, and how you can ask us to stop using it, please visit https://concord.com/privacy-policy/ to read Sponsor's privacy policy.

- 9. **SPONSOR**: Pulse Records, LLC, 2840 Rowena Avenue, Los Angeles, California 90039. For the avoidance of doubt, Grace VanderWaal is not a sponsor of this Sweepstakes.
- 10. **WINNER'S LIST REQUEST**: A request for a list of winners ("**Winners List**") will be available after November 8th, 2024. For a Winners List, send an email with the subject line, "Grace VanderWaal WLOM Sweepstakes" to: <u>info@pulsemusicgroup.com</u>, no later than November 7th, 2025.
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