

## 2015 Jason Aldean Contest Official Rules (the "Official Rules")

**ABOUT THE CONTEST:** Contest Judges will evaluate Submissions that nominate individuals in the United States who have been affected by breast cancer and individuals who have had an exemplary positive impact on breast cancer awareness. Based upon the judging criteria identified in these Official Rules, the Contest Judges will determine the Winner for each Location.

The Winners will receive the prizes as detailed below. Please note that prizes are awarded to “nominees” and that nominees may or may not be the same individuals as entrants. Complete details regarding the Contest are provided below. ENTRY IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW OR RESTRICTED IN A MANNER INCONSISTENT WITH THESE OFFICIAL RULES.

**SPONSOR:** The 2015 Jason Aldean Contest (the “Contest”) is sponsored by The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen (“Sponsor”). Sponsor’s mailing address is 5005 Lyndon B. Johnson Freeway, Suite 250, Dallas, Texas 75244 (the “Contest Address”).

### THE CONTEST

**1. LOCATION ENTRY PERIOD:** Entry in the Contest begins at 12:01 a.m. Central Time (“CT”) on March 5, 2015 and ends at the following times for each Location (each such period being referred to herein as the “Location Entry Period”):

Location	Concert Date	Location Entry Period End Date
Toledo, OH	March 26, 2015	11:59 p.m. CT March 16, 2015
Peoria, IL	March 27, 2015	11:59 p.m. CT March 17, 2015
Cedar Falls, IA	March 28, 2015	11:59 p.m. CT March 18, 2015
Wichita, KS	April 9, 2015	11:59 p.m. CT March 30, 2015
Tulsa, OK	April 10, 2015	11:59 p.m. CT March 31, 2015
Little Rock, AR	April 11, 2015	11:59 p.m. CT April 1, 2015
Bozeman, MT	April 22, 2015	11:59 p.m. CT April 12, 2015
Bozeman, MT	April 23, 2015	11:59 p.m. CT April 13, 2015
Spokane, WA	April 24, 2015	11:59 p.m. CT April 14, 2015
Eugene, OR	April 25, 2015	11:59 p.m. CT April 15, 2015
Grand Rapids, MI	May 7, 2015	11:59 p.m. CT April 27, 2015

Louisville, KY	May 8, 2015	11:59 p.m. CT April 28, 2015
Ft. Wayne, IN	May 9, 2015	11:59 p.m. CT April 30, 2015
Corpus Christi, TX	May 14, 2015	11:59 p.m. CT May 4, 2015
Beaumont, TX	May 15, 2015	11:59 p.m. CT May 5, 2015
Charleston, WV	May 28, 2015	11:59 p.m. CT May 18, 2015
Hartford, CT	May 29, 2015	11:59 p.m. CT May 19, 2015
Hershey, PA	May 30, 2015	11:59 p.m. CT May 20, 2015
Chicago, IL	July 17, 2015	11:59 p.m. CT July 7, 2015
Darien Lakes, NY	August 13, 2015	11:59 p.m. CT August 3, 2015
St. Louis, MO	August 21, 2015	11:59 p.m. CT August 11, 2015
Indianapolis, IN	August 22, 2015	11:59 p.m. CT August 12, 2015
Cincinnati, OH	August 23, 2015	11:59 p.m. CT August 13, 2015
Virginia Beach, VA	September 3, 2015	11:59 p.m. CT August 24, 2015
Charlotte, NC	September 4, 2015	11:59 p.m. CT August 25, 2015
Raleigh, NC	September 5, 2015	11:59 p.m. CT August 26, 2015
Pittsburgh, PA	September 11, 2015	11:59 p.m. CT September 1, 2015
Washington, DC	September 12, 2015	11:59 p.m. CT September 2, 2015
Scranton, PA	September 13, 2015	11:59 p.m. CT September 3, 2015
Detroit, MI	September 18, 2015	11:59 p.m. CT September 8, 2015
Cleveland, OH	September 19, 2015	11:59 p.m. CT September 9, 2015
Lubbock, TX	September 24, 2015	11:59 p.m. CT September 14, 2015
Las Cruces, NM	September 25, 2015	11:59 p.m. CT September 15, 2015
Phoenix, AZ	September 26, 2015	11:59 p.m. CT September 16, 2015
Jacksonville, FL	October 22, 2015	11:59 p.m. CT October 12, 2015

Tampa, FL	October 23, 2015	11:59 p.m. CT October 13, 2015
West Palm, FL	October 24, 2015	11:59 p.m. CT October 14, 2015

Sponsor’s designated computer is the official time keeping device of this Contest.

**2. HOW TO ENTER THE CONTEST: NO PURCHASE IS NECESSARY.** During each Location Entry Period, visit the Contest Site at [www.komen.org/JasonAldean](http://www.komen.org/JasonAldean) (the “Contest Site”) and select the applicable location for which your entry will be considered (“Location”) and (1) complete the online registration form accessible via a link or banner at the Contest Site, (2) nominate a breast cancer survivor (i.e., a person who has received a diagnosis of breast cancer) age 18 years or older who is a legal resident of the fifty (50) United States or Washington DC (you can nominate yourself or someone else) you believe should be a winner of a prize, and (3) submit a written essay of 150 words or less sharing how your nominee has been affected by breast cancer, his or her involvement with the breast cancer movement and what a meet and greet with Jason Aldean would mean to the nominee. An optional photo may be included with the submission, but is not required. Each essay, and any included photo submitted by an entrant in the Contest, is referred to as a “Submission” and together with any other content or information provided by an entrant in connection with the Contest, an “Entry.” The individual submitting the Entry is sometimes referred to in the Official Rules as an “entrant.” The individual nominated by an entrant is sometimes referred to in the Official Rules as a “nominee.” The entrant and members of his/her “immediate family” (as defined below) and the nominee, may be the only identifiable individuals referenced by name in a Submission and all identifiable individuals appearing in a Submission must have provided their consent (or the parent/legal guardian of the minors have provided consent) for submission of a Submission and use of such Submission as contemplated in these Official Rules. In Sponsor’s sole discretion, anyone referenced by name or otherwise depicted in a Submission, including any nominee other than the entrant may be required to execute and return consent forms / releases confirming the representations, warranties and grants of rights contemplated in the Official Rules prior to having an Entry published online and/or prior to the award of any prize. Any optional donations made to Sponsor will be used to support Sponsor’s mission to end breast cancer forever.

**LIMIT:** One Entry per person is permitted, regardless of Location selected. An individual submitting more than one Entry (for one or multiple Locations) will automatically have his or her Entries disqualified. By entering the Contest, you agree to have your Submission(s) posted online (in Sponsor’s sole discretion). Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that, or entrant who, does not comply with these Official Rules.

**3. REQUIREMENTS:** In order to have his or her Submission(s) entered into the Contest, prospective entrants must comply with registration instructions when submitting each Submission. Each Submission:

- Must be in English;
- Must be 999 characters or less;
- If it includes a photograph, such photograph should be under 8 MB and submitted in one of the following formats: .jpg, .jpeg, gif, .tif, .png;
- Must be suitable for family audiences;
  - without limitation, must not contain any content that:

- is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- contains profanity or sexual content;
- promotes alcohol, illegal drugs, tobacco, firearms or weapons;
- promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services;
- is unlawful, in violation of or contrary to the laws or regulations of the United States or any State;
- has been copied or plagiarized. All entries must be the sole, original work of the designated entrant;
- is proprietary to a third party, contains any third party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light);
- appears to result in any injury or bodily harm; and/or
- is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including acts of violence or acts that are otherwise objectionable to Sponsor.

Any Entry or portion thereof that, in Sponsor's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of entrant may not be posted online (or may be removed if previously posted) and will be disqualified from the Contest. Any Submission not in compliance with the above and that does not meet the Contest Site's requirements may be disqualified. In the event that an entrant or Submission is edited, removed and/or disqualified, entrant is not relieved from responsibility for compliance with these Official Rules.

Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and winners acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind. By entering, you agree to waive any rights you may have to any Entry submitted, including any and all moral rights that exist in the Submission and any derivative works made therefrom.

**4. REPRESENTATIONS REGARDING ENTRIES; GRANT OF RIGHTS:** By submitting an Entry in connection with the Contest, each Entrant represents and warrants to Sponsor that (i) the Entry is the original work of the entrant and that entrant has the sole right to submit it to the Contest; (ii) the Entry does not violate in any way rights of third parties, including but not limited to copyright and other intellectual property, privacy or publicity rights; (iii) the Entry does not violate any applicable laws; (iv) entrant has obtained all necessary licenses or permissions from all third parties for the Entry submitted into the Contest and for use as permitted in these Official Rules; (v) the posting and/or display of the Submission and any other use permitted in the Official Rules will not violate rights of any parties or otherwise breach any provision of any applicable law or regulation; (vi) use and posting of the Submission or any part of the Submission in connection with the Contest or as otherwise permitted by these Official Rules

is and will be without any further review, notice, approval, consideration or compensation (except for any awarded prize as contemplated in these Official Rules), regardless of whether the Entry is a winning Entry; and (viii) the Submission submitted in this Contest has not been entered in any previous contest. Each entrant hereby grants to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted, license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Submission worldwide and/or to include, in part or in whole, any Submission in other works in any media now known or later created, anywhere and forever, without further review, notice, approval, consideration or compensation. Except where legally prohibited, submission of an Entry into this Contest constitutes entrant's irrevocable permission for Sponsor to use the entrant's name and city and state of residence, in whole or in part, in print, electronic media, broadcast media, or any other media or manner, whether now known or later created, in perpetuity, in any way Sponsor deems appropriate in connection with promoting the Contest and Sponsor's mission or any other purposes without further review, notice, approval, consideration or compensation.

**5. JUDGING TO DETERMINE WINNERS:** At the conclusion of each Location Entry Period, all eligible Submissions for such Location will be judged by professionals employed by or associated with Sponsor (such individuals are referred to as the "Contest Judges"). The Contest Judges will pick one (1) winner ("Winner") for each Location based on the following judging criteria:

- **Compelling Story of How Breast Cancer Has Impacted the Nominee (40% weight):** Entrant provides an engaging Submission that describes how the nominee has been effected by breast cancer and his or her involvement with the breast cancer movement;
- **Jason Aldean Fan (40% weight):** Entrant describes what a meet and greet with Jason Aldean would mean to the nominee; and
- **Quality of Submission (20% weight):** The Submission is understandable, well prepared and presented and effectively tells a story.

In the event that there is a tie resulting in more than two entries for a Location being the top ranked entry for that Location, the Contest Judges will re-judge those that are tied solely based on nominee's positive impact on breast cancer awareness as shown in the Submission. At the conclusion of the judging (and subject to Sponsor's verification and applicable entrant's and corresponding nominee's timely execution of the Affidavit of Eligibility and Liability and Publicity Release and affirmation of assignment of rights), the individual nominee who is nominated in the Submission that received the highest number of votes for a Location will be deemed a Winner. By participating, entrants and nominees agree to the decisions of the Contest Judges with respect to judging, which shall be final and binding in all respects. Sponsor and Contest Judges reserve the right not to award a particular prize or prizes in the event that there are insufficient Entries to award all prizes and/or the Entries received are insufficient to warrant the award of a prize.

**7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** Subject to compliance with the Official Rules, Contest prizes will be awarded to the nominee nominated in a winning Entry (this may or may not be the same person as the entrant). A nominee may receive only one prize in the Contest. There are thirty-

seven (37) prizes (one (1) for each Location) to be awarded in the Contest. Each nominee who is a Winner will receive the following:

- A private meet and greet with Jason Aldean and backstage tour and dinner as “Honorary Roadies” for the Winner and one (1) guest at the concert (“Concert”) conducted at the Location for which the Entry was submitted (meet and greet to be conducted backstage before or after the concert in the sole discretion of Jason Aldean and his management (collectively, “JA Management”));
- Two (2) tickets to the Concert at a location to be determined by Sponsor and/or JA Management in their sole discretion; and
- One (1) Jason Aldean gift package (the contents of which will be determined in the sole discretion of JA Management).

Winner and his or her guest must arrive at the Concert venue by at least 3 p.m. local time the day of the Concert. Prize only includes the items stated above and does not include, among other things, (i) transportation to/or from the city of residence of the Winner and/or his or her guest to the Concert’s Location; (ii) hotel accommodations; (iii) travel within the Concert’s Location (including, but not limited to, transportation to and from the Concert venue); (iv) additional food and beverage; or (v) gratuity. Approximate retail value (“ARV”) of each prize is \$950.00. ARV may vary depending upon ticket value and gift package contents. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Other restrictions may apply. No substitution, cash redemption or transfer of a prize is allowed. All outdoor Concerts will be conducted “rain or shine.” Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled Concerts. If a Concert is cancelled due to unforeseen weather or other circumstances, the prize is no longer valid and the opportunity is null and void. All prizes are subject to change and/or cancellation. Sponsor and/or JA Management reserve the right to deny entrance to the Concert and/or meet and greet at any time. Tickets lost or stolen cannot be replaced. Concert times and dates are subject to change. The resale or attempted resale of a ticket is prohibited and if discovered will result in the ticket being voided without the award of any substitute prize, exchange or payment of any cash equivalent value. An IRS Form 1099 for the fair market value of the prize will be filed and a copy provided to each Winner. Winner must provide Sponsor with his or her social security number so that the Form 1099 can be provided. All applicable federal, state, local and other taxes and fees associated with the prize and expenses not stated related to acceptance and use of a prize are solely the responsibility of the Winner.

**8. NOTIFICATION – TIME IS OF THE ESSENCE TO ACCEPT AND PROVIDE REQUIRED AFFIDAVIT AND RELEASE.** The tentative Winner will be notified via telephone and/or email on or about seven (7) days prior to the Concert Date (as set forth in Rule #1) of the Location for which the tentative Winner was selected. A notified person, at his or her sole discretion, may disclaim the prize by not claiming such prize or by not completing and returning to Sponsor, the Sponsor’s Affidavit of Eligibility and Liability and Publicity Release **within seventy two (72) hours of attempted notification** and in such case an alternate tentative Winner will be selected and this process will be repeated until such time as a tentative Winner and his/or guest complete and return to Sponsor the Sponsor’s Affidavit of Eligibility and Liability and Publicity Release within seventy two (72) hours of attempted notification. At such time, subject to verification by Sponsor a tentative Winner of a particular prize will be deemed the confirmed Winner of such prize. Except where prohibited by law, each prize Winner further grants to the Sponsor and its designees the right to use the name, photograph, voice, likeness and city of residence of the

Winner and his/her guest for purposes of advertising or promoting and publicizing the efforts and activities of the Sponsor and the Contest without further consideration and to release his or her name to persons requesting the name of the Winner of the Contest. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate Winner.

**9. ELIGIBILITY:** The Contest is open to entrants and nominees who are legal residents of one or more of the fifty United States and/or the District of Columbia who are 18 years of age or older as of the date of entry in the Contest as the case may be and eligible in accordance with these Official Rules. Void in all other jurisdictions. Employees, contractors, directors and officers, and vendors of Sponsor, its subsidiary and affiliated entities, advertising, and fulfillment agencies involved in the administration, development, fulfillment and execution of this Contest, and JA Management (collectively, "Contest Parties"), and the immediate family members of each (spouse, domestic partner, parent, child, sibling, grandparent, and spouse, domestic partner or "step" of each) and those living in the same households of each are not eligible to participate. The Contest is subject to all federal, state, and local laws and regulations. Void where prohibited or where restricted by law in a manner inconsistent with these Official Rules.

**10. ADDITIONAL INFORMATION REGARDING PRIZES:** Sponsor and the Contest Parties assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of prize or participation in the Contest. Sponsor reserves the right to request from any entrant or nominee additional documentation it reasonably believes is necessary to validate any Entry or to award any prize. Prizes are not transferable to other Locations.

**11. GENERAL RULES:** By participating in the Contest, entrants agree to these Official Rules and the decisions of Sponsor and the Contest Judges, as applicable, with respect to the Contest and the awarding of prizes, which shall be final and binding in all respects. Sponsor and its agents are not responsible for technical, hardware, software, online or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest, or for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, mutilated, postage-due or misdirected mail, correspondence, communications, requests, claims or other errors or problems in connection with or relating to the Contest, including, without limitation, any human error which may occur in the processing of the entries in this Contest, or for any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Contest.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest or online voting is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest process, then Sponsor reserves the right at its sole discretion to cancel the Contest and determine the Winner by having the Contest Judges judge from among all eligible Entries received prior to cancellation, based on the judging criteria listed above in Rule #5. If a court of competent jurisdiction deems any provision of these Official Rules invalid or unenforceable, such provisions shall be enforced to the maximum extent permitted and the remaining provisions of the Official Rules shall remain in full force and effect.

**12. UNSPORTSMANLIKE CONDUCT:** Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest,

the Contest Site; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Any attempt to use multiple e-mail or user accounts or other tactics to enter or vote more than the stated limit of this Contest may result in disqualification and all associated Entries and/or votes will be void.

### **13. RELEASE AND LIMITATION OF LIABILITY:**

In connection with any involvement and/or activities related to any prize, each Winner and his/her guest does hereby: (1) acknowledge and accept sole responsibility for all of the hazards and risks to him/herself and his/her property associated with or related to participation and for any damage or injury that he/she may cause to others; (2) acknowledge and assume all risk and danger incidental to participation in events in connection with the prize; and (3) hereby release, waive and forever discharge any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which he/she or any of his/her representatives, heirs, next of kin or assignees (collectively "Representatives") may have or which may hereinafter accrue to him/her or his/her Representatives as a result of participating or otherwise which may be asserted by his/her or his/her Representatives against the Released Parties (as defined below), whether caused by the acts, omissions or negligence of the Released Parties or by any other person or entity.

**RELEASE: BY PARTICIPATING IN ANY ASPECT OF THE CONTEST, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR, CONTEST JUDGES, CONTEST PARTIES, THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, RETAILERS, ADVERTISING AND CONTEST AGENCIES, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE CONTEST (INCLUDING, WITHOUT LIMITATION, PREPARING FOR OR PARTICIPATING IN OR SUBMITTING ANY ENTRY AND/OR FROM ANY CONTEST RELATED ACTIVITY) OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. YOU FURTHER AGREE THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE CONTEST, AND IN NO EVENT SHALL THE CONTEST PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND YOU WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE CONTEST, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN CONTEST SITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH THEIR CONTENTS.**

**14. APPLICABLE LAWS AND JURISDICTION:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Texas. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in the judicial district encompassing Dallas, Texas. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be

resolved in favor of the laws of the State of Texas. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**15. WINNERS LIST:** For the name of the Winners, available online after the awarding of the final Prize per Rule #1, visit the Contest Site. To receive a copy by mail, send a self-addressed stamped envelope (except where not required by applicable law) to: Sponsor at the Contest Address. Limit one request per outer mailer which should be marked "Jason Aldean Contest Winners List Request." Requests must be received by December 31, 2015.

**16. PRIVACY:** Sponsor collects and uses entrants' personal information for the purpose of administering this Contest. The Winners' names may be listed on the Contest Site and may be listed elsewhere in Sponsor's materials. No marketing communications will be received by entrants by virtue of entry unless entrants provide express permission.