

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, ALL U.S. TERRITORIES, OFF-SHORE COMMONWEALTHS, AND POSSESSIONS) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE 21 YEARS OF AGE OR OLDER TO ENTER. YOU ARE NOT AUTHORIZED TO ENTER THE SWEEPSTAKES IF YOU DO NOT MEET THESE CRITERIA.

## OFFICIAL RULES

### The 2018 American Music Awards® Flyaway Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **SWEEPSTAKES:** The 2018 American Music Awards® Flyaway Sweepstakes (“Sweepstakes”) consists of a national sweepstakes offering one (1) grand prize trip for the winner and a guest to attend the 2018 American Music Awards (“Program”) on Tuesday, October 9, 2018, in Los Angeles, CA. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States of America and District of Columbia (excluding residents of Puerto Rico and other U.S. territories and possessions) who (i) are at least twenty-one (21) years old at the time of entry; and (ii) have a valid email address. Employees, contractors, officers, and directors of dick clark productions, llc (“Sponsor”), Realtime Media, LLC (“Administrator”), MOAC Mall Holdings LLC a/ka/ Mall of America®, American Broadcasting Companies, Inc., and each of their respective parent, subsidiary, and/or affiliated entities (collectively, the “Sweepstakes Entities”) and members of their immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) are not eligible to enter the Sweepstakes or to win the Grand Prize (as defined below).
3. **ENTRY PERIOD:** The Sweepstakes begins on or about September 3, 2018, at 10:00 a.m. Central Time (“CT”) / 8:00 a.m. Pacific Time (“PT”) and ends on September 21, 2018, at 11:59 p.m. CT / 9:59 p.m. PT (the “Entry Period”).
4. **HOW TO ENTER:** You may enter the Sweepstakes by completing and submitting an online entry form available at [www.theamas.com/FlyawaySweeps](http://www.theamas.com/FlyawaySweeps) (“Entry(ies)”). Only one (1) Entry per person may be submitted during the Entry Period, regardless of the number of email addresses a person may have. Any Entries in excess of one (1) per person and per email address will be disqualified. All Entries must be received by 11:59:59 p.m. CT / 9:59:59 PT on September 21, 2018, in order to be eligible. All Entries submitted or received past the expiration of the Entry Period will not be accepted and will be invalid. Receipt of Entries will not be confirmed. NO PURCHASE IS NECESSARY TO ENTER THE SWEEPSTAKES.
  - Entries that are not complete or are corrupted are void and will not be eligible. Entries that do not comply with these Official Rules (“Rules”) as determined by Sponsor in its sole discretion may be disqualified as Sponsor may determine in its sole discretion.

- Any attempt to circumvent the Rules and/or to obtain more than one (1) Entry by using multiple/different email addresses, identities, aliases, and registrations or any other methods may result in the complete disqualification of all Entries by such individual as Sponsor may determine in its sole discretion. Automated means of entry and Entries by any means which subvert the entry process are prohibited, and all such Entries will be void.
  - In the event of a dispute over the identity of an entrant, the Entry will be deemed submitted by the “authorized account holder” of the email address used to submit the Entry. “Authorized account holder” is defined as the natural person who is assigned an email address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to verify the eligibility of any potential winner of the Sweepstakes.
5. **AGREEMENT TO RULES:** By submitting an Entry and participating in the Sweepstakes, you agree to be fully and unconditionally bound by these Rules, including the eligibility requirements set forth above, and to accept the decisions of Sponsor and/or Administrator as final and binding as they relate to the Sweepstakes.
6. **WINNER SELECTION:** The winner of the Sweepstakes (“Winner”) will be determined in a random drawing from among all eligible Entries received during the Entry Period, to be conducted by Administrator on or about September 24, 2018 (“Drawing Date”).
- Odds of winning depend upon the number of eligible Entries received during the Entry Period.
  - The potential Winner will be notified by email on or about the Drawing Date, and if the potential Winner does not respond within twenty-four (24) hours of notification by email, another potential Winner will be selected.
  - To be certified as the Winner and claim the Grand Prize, Sponsor will require the potential Winner to complete and sign an Affidavit of Eligibility/Liability Release and where imposing such condition is legal, a Publicity Release form and any applicable forms required by tax authorities which may require a social security number (collectively, the “Prize Forms”) and to return the Prize Forms to Administrator within twenty-four (24) hours of the date of notification. At Sponsor’s discretion, the Winner may be required to produce a picture or some other form of proper identification to claim the Grand Prize. Sponsor and Administrator are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in a potential Winner’s email account to receive email messages. Prize notifications that are returned as undeliverable will disqualify a potential Winner.
  - If a potential Winner declines or turns down the Grand Prize for any reason, cannot be contacted, fails to timely claim the Grand Prize in accordance with the provisions set forth above, is disqualified, or fails to timely execute and return the Prize Forms within the time frame specified above, an alternate Winner may be selected in a random drawing from all remaining eligible Entries. Sponsor may attempt to contact up to three (3) potential Winners under such circumstances, and if the Grand Prize remains unclaimed after such attempts have been made, the Grand Prize may go unawarded. Should a greater number of prize claims be received because of printing, emailing,

phoning, messaging, or programming errors or for any reason whatsoever, only the Grand Prize and the value stated in these Rules will be awarded in the Administrator's sole discretion.

- Winner's guest must also sign and return certain Prize Forms prior to travel and be at least twenty-one (21) years old as of the date of travel and a legal resident of the United States.

7. **GRAND PRIZE:** One (1) grand prize will be awarded in the Sweepstakes ("Grand Prize"). The Grand Prize consists of the following elements:

- Two (2) VIP tickets to the Program;
- Two (2) passes or credentials providing access to the Red Carpet Fan Pit prior to the Program;
- Two (2) passes or credentials to the official after-party hosted by or on behalf of Sponsor following the Program;
- Two (2) round-trip, coach-class airline tickets to Los Angeles, CA, from the major airport nearest to Winner's residence on an airline selected by Producer in its sole discretion and on dates and times determined by Sponsor in its sole discretion (which may include plane changes and stops);
- Two (2) nights' accommodations (standard room, double occupancy) at a hotel in Los Angeles, CA, to be selected by Producer in its sole discretion (room and tax only); and
- \$250 travel or expense money, awarded as a gift card (subject to terms and conditions thereon) or as check in Sponsor's sole discretion.

Approximate retail value ("ARV") of the Grand Prize is Three Thousand Seven Hundred Fifty Dollars (\$3,750).

All other expenses involved with or related to the Grand Prize specifically not mentioned herein, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as meals, photos, souvenirs, and passport fees, are the responsibility of Winner and guest. Winner will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Grand Prize. Travel and hotel accommodations are subject to availability. The date and location of the Program and/or any of the related events or activities included in the Grand Prize (individually/collectively, "Event(s)") are subject to change. Sponsor is not responsible if any Event is delayed, postponed, or cancelled after ticketing for any reason, in whole or in part, and in such event, Sponsor's only obligation is to award the other elements of the Grand Prize. No compensation will be paid in lieu of any ticket portion of the Grand Prize.

**Winner must travel on or about October 8, 2018, and October 10, 2018, to attend the Program.** If Winner is unable to or will not travel on the dates and times selected by Sponsor or Administrator, the selected Winner will forfeit the Grand Prize, and another Winner will be selected from among eligible Entries received, time permitting. If Winner resides fewer than two hundred fifty (250) miles from Los

Angeles, CA, Sponsor, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Winner and guest must travel on same itinerary. Lost, mutilated, or stolen tickets, vouchers, or certificates will not be replaced. No one may be admitted to any Event without a ticket or after the performance begins (as applicable). Seat locations and all other aspects of the Grand Prize will be determined in Sponsor's sole discretion. Winner and guest must comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if Winner and/or his or her guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Winner and/or his or her guest may be removed from the venue or denied entry (as determined by Sponsor or its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Grand Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. No prize element substitution, cash substitution, or assignment or transfer of prize elements is permitted, except by Sponsor who may substitute a prize of comparable or greater value if any portion of the advertised Grand Prize becomes unavailable. In no event shall more than one (1) Grand Prize be awarded. Any unused elements of the Grand Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. All federal, state, local, and other taxes, costs, and expenses relating to the use, acceptance, and possession of the Grand Prize are the sole responsibility of the Winner. Winner will receive a 2018 IRS Form 1099 for the actual value of the prize awarded. Actual retail value of the Grand Prize depends upon the location of Winner and fares at time of departure. Only the Grand Prize as described in these Rules will be awarded in the Sweepstakes.

8. **PUBLICITY / MARKETING:** Acceptance of the Grand Prize constitutes permission for the Sweepstakes Entities to use the Winner's name, voice, statement, image, likeness, and biographical information for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.
9. **RELEASE:** By entering the Sweepstakes, you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors, and assigns ("Releasing Parties"), agree to indemnify, release, and hold harmless the Sweepstakes Entities, and each of their respective parent, affiliated, and subsidiary entities, and each of their respective officers, directors, members, managers, agents, employees, contractors, and representatives ("Released Parties") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, claims, and demands whatsoever, in law, admiralty, or equity, whether known or unknown, foreseen or unforeseen, against the Released Parties which any one or more of the Releasing Parties ever had, now have, or hereafter can, shall, or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to (i) your participation or non-participation in the Sweepstakes; (ii) your acceptance of the Grand Prize; (iii) any use or misuse of any element of the Grand Prize, including travel and accommodations provided by independent suppliers; and/or (iv) your attendance at and/or participation in any Event or other element or activity included in the Grand Prize. You, on your own behalf and on behalf of your fellow Releasing Parties, further acknowledge and agree that the Sweepstakes Entities have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the Grand Prize or any element thereof, including, without limitation, with respect to quality or fitness for a particular purpose.

10. **DISCLAIMER OF LIABILITY:** The Released Parties shall not be responsible for (i) any typographical or other error in the advertising, promotion, and/or administration of the Sweepstakes or in the announcement of the Grand Prize; (ii) lost, late, misdirected, damaged, illegible, corrupted, or incomplete Entries or prize notification(s); (iii) errors, omissions, interruptions, defects, failures, malfunctions, and/or delays in any computer, television, network, server, satellite, telecommunications, internet service provider, and/or website operations or transmission; (iv) any other hardware, software, and/or technical malfunctions, failures, difficulties, or other errors of any kind or nature; (v) inaccurate or incorrect capture and/or transmission of information and/or or the failure to receive, capture, or transmit information, whether on account of technical problems or traffic congestion on the internet, mobile networks, the registration or entry webpage for the Sweepstakes (“Entry Page”), or at any website or any combination of the foregoing; (vi) the hacking, destruction, or unauthorized access to or alterations of the Entry Page and/or website for the Program; (vii) any injury or damage to your computer or any other person’s computer or network related to or resulting from participating in the Sweepstakes; and/or (viii) the failure of any third party to comply with the instructions and proper administration of the Sweepstakes.

11. **GENERAL CONDITIONS:**

- Sponsor reserves the right, in its sole discretion, to (i) cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes; and/or (ii) disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes and/or the Entry Page or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes and to void Entries for any reason, including, without limitation, multiple Entries from the same user from different IP addresses or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, 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.
- In the event that Sponsor is prevented from continuing with the Sweepstakes as contemplated herein and/or producing the Program or any related Events by any circumstance beyond its control, including, without limitation, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor shall have the right to modify, suspend, extend, or terminate the Sweepstakes and/or alter, substitute, postpone, and/or exclude any Event or other element of the Grand Prize, as it may determine in its sole discretion, without liability or obligation to Winner or any entrant.
- If the Sweepstakes is terminated before the end of the Entry Period, Sponsor will (if possible) select the Winner in a random drawing, according to the procedures and time limitations set forth above, from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be your sole and exclusive remedy under such circumstances.

- **Sweepstakes void where prohibited, licensed, restricted, or taxed. All federal, state, and local laws and regulations apply.** If any provision of the Sweepstakes shall be deemed to violate any federal, state, or local law, regulation, or ordinance, it shall be amended to conform to such law, and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, or local law, regulation, or ordinance or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety; and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all Entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrants. Sponsor's failure to enforce any provision of these Rules shall not constitute a waiver of that provision.

12. **GOVERNING LAW / JURISDICTION:** The Sweepstakes shall be governed by and interpreted under the laws of the State of California, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning the Sweepstakes shall take place exclusively in the federal or state courts sitting in County of Los Angeles, California, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, MULTIPLIED, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **WINNER'S LIST:** For any legally required winner's list and/or a copy of these Rules, send a self-addressed, stamped envelope to: *2018 American Music Awards Flyaway Sweepstakes*, c/o Realtime Media, LLC, 200 Four Falls, Suite 100, Conshohocken, PA 19428 by October 15, 2018. Any winner's list request that is received will be sent out after October 31, 2018.
14. **PRIVACY POLICY:** Information submitted is subject to the Privacy Policy stated on Sponsor's website located at <https://www.dickclark.com/privacy-policy>
15. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is dick clark productions, llc, 2900 Olympic Boulevard, Santa Monica, CA 90404, USA. The Administrator of the Sweepstakes is Realtime Media, LLC, 200 Four Falls, Suite 100, Conshohocken, PA 19428.