

CONTEST RULES
(the Official Rules for Level Up)

OSMOW'S INC. GIVEAWAY
(Level Up Contest)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to these Official Rules.

1. WHO IS THE SPONSOR?

The Contest is sponsored and administered by Osmow's Inc.

Osmow's Inc. is referred to collectively or individually as the "Sponsor".

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a "Third Party Service"), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Osmow's Inc. and not to any Third Party Service.

2. WHO MAY ENTER THE CONTEST?

The Contest is open only to residents of Canada excluding the Province of Quebec who have reached the age of majority in their province or territory of residence as of the date of entry.

The following individuals are not eligible to enter the Contest:

- a. employees, officers, directors, agents, and representatives of Osmow's, Live Nation and Budweiser Stage: (i) the Sponsor, or any of their respective parents, subsidiaries or affiliates; (ii) any prize suppliers; (iii) any and all other companies associated with the Level Up Contest.
- b. a household member of any of the individuals listed in (a), above, whether or not related;
- c. members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

3. WHEN DOES THE CONTEST START/END?

There will be multiple contests between June 25th- Sept 20th 2024 for select participating concerts at Budweiser Stage in Toronto, ON as announced on In-venue advertising. Each Contest shall be open for entry only on the date of that concert before the concert start time indicated on the applicable concert's ticket. All times referenced in these Official Rules are Eastern Standard Time. All entries begin upon concert gate open time and contest entries close before opening act finishes. Contest start and end time may vary depending on artist/concert

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Must be at the concert to scan barcode on screen to follow @osmows and enter the contest.

To enter the Contest: (i) Scan QR code presented on site at Budweiser Stage during the Entry Period; (ii) follow the @Osmows Instagram account; (iii) DM "Concert" to enter (iv) must be PUBLIC to be eligible. All eligible entries must be received before main artist begins. One person will be selected to level up their seats. These seats are not transferable.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per account/person. By way of illustration, if two or more otherwise eligible individuals share a single Instagram account, only one of them may enter the Contest; and, if an eligible individual has multiple Instagram accounts, he or she may only enter the Contest once in respect of only one of those accounts.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- a. you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- b. your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- c. your entry is submitted using robotic, automated, programmed, or other illicit means; or
- d. your entry is not in compliance with these Official Rules

In addition, the Sponsor reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- a. you agree to be bound by these Official Rules and by the decisions of the Sponsor, which decisions are final, binding and conclusive;
- b. you represent and warrant that (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "**Entry Material**") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsor;
- c. you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Osmow's Inc. as it deems appropriate;
- d. you grant to the Sponsor the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- e. you waive all claims of moral rights in any use of your Entry Material by Osmow's Inc. pursuant to the rights granted in these Official Rules;
- f. you agree that the Sponsor shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
- g. you release and forever discharge the Sponsor, Live Nation Canada, Inc. ("Live Nation"), their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

8. WHAT ARE THE CONTEST PRIZES?

There is 1 pair of upgrade tickets to a participating concert at Budweiser Stag in Toronto, ON, at the date and time of this Contest is announced in venue (each an "Event"). Only 1 winner will be selected per participating shows. Selection of seat locations are at the discretion of Sponsor or Live Nation. Resale of tickets is prohibited. Winner and guest(s) must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or guest(s) who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation or Festival into disrepute. Winner understands that there are inherent risks involved in being in public spaces and that these risks may be present before, during and after the Event. Resale of tickets is

prohibited. By claiming tickets, you agree to Event tickets [Terms of Use](#) and to abide by the health and safety measures in effect at the time of your Event.

9. ARE THERE ANY PRIZE CONDITIONS?

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- a. Prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules.
- b. The prize may be substituted, in whole or in part, with a prize or prize component of equal if the prize or prize component cannot be awarded for any reason.
- c. The prize must be accepted as awarded and may not be transferred, unless otherwise determined by the Sponsor. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsor.
- d. The prize may not be resold.
- e. Any unused portion of the prize, once awarded, will be deemed forfeited and have no cash value. The prize will not be replaced if lost, destroyed, mutilated or stolen.
- f. The Sponsor may require any winner’s guest to sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required, as a pre-condition to participation in the prize.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

On the date of the concert for which this Contest is applicable, at approximately fifteen minutes before the start time of the concert as indicated in the concert ticket, Osmow’s Inc. in Ontario will conduct a random draw from among all eligible entries received. For each prize to be awarded pursuant to these Official Rules, one entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry via private/direct message on Instagram. Notification of winnings will be sent fifteen (15) minutes before the start time indicated on the applicable concert ticket. In the event any potential winner does not respond to such notification within 10 minutes of the message being sent by the Sponsor to the potential winner, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsor, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

To be declared a winner, a potential winner:

- a. must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsor;
- b. must be in compliance with these Official Rules
- c. must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required
- d. may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

12. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning depend on the number of eligible entries received.

13. HOW DO I CLAIM A PRIZE?

Each potential winner will first be contacted by Osmow’s Inc. to confirm eligibility and to administer the skill-testing question and release form(s). Following a potential winner’s confirmation as a winner, Osmow’s Inc. will provide the winner with Osmow’s’ contact particulars for prize redemption purposes.

Except as otherwise indicated by the Sponsor, Winner will receive instructions on how to claim the prize and will be notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited. Winner must respond to direct Instagram message within 10 minutes to claim Level Up prize.

14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsor may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

- a. you grant to the Sponsor the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means including by requesting you provide an image of you with/at the prize/experience;
- b. you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsor or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- c. you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- d. you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Osmow’s Inc.’s collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at [LINK TO PRIVACY POLICY](#) (the “**Osmow’s Privacy Policy**”), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “**Commercial Communications**”) from the Sponsor or other parties. Should you elect to receive Commercial Communications from Osmow’s Inc., your personal information will be used by the Sponsor to that end, in accordance with the Osmow’s Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- a. in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law.
- b. if you are a potential prize winner, Osmow’s Inc. may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- c. if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, Osmow’s Inc. may disclose your personal information to any interested party, such as an entity who is released from liability.

Osmow’s Inc.’s disclosure of your personal information to another party will cause your personal information to be subject to that party’s privacy policy and practices.

16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- a. stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- b. any error, omission, interruption, defect or delay in transmission, processing, or communication;
- c. failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- d. printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- e. incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- f. injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- g. anyone being incorrectly or mistakenly identified as a winner or potential winner; or
- h. any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

17. WHAT LAWS APPLY TO THE CONTEST?

The laws of the province or territory in which you reside apply to the Contest.

Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law. Void where prohibited by law.

18. CAN THE SPONSOR CANCEL OR AMEND THE CONTEST?

The Sponsor may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsor may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

19. WOULD THE SPONSOR EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsor may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsor find that a person has:

- a. resold or attempted to resell a prize, in whole or in part;
- b. tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest;
- c. provided false or misleading information;
- d. acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or
- e. otherwise violated these Official Rules.

20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsor or appearing in other Contest-related materials, these Official Rules shall govern.

21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

FACEBOOK, INSTAGRAM, X AND/OR GOOGLE+ ARE IN NO WAY ASSOCIATED WITH THIS GIVEAWAY.

Live Nation is not a Sponsor of the Contest and in no way responsible for the administration of the Contest, the verification of winners or the fulfillment of prizing. All inquiries regarding the Contest should be directed to Sponsor.