

The “Lindsay Ell Pre-Save” Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. SPONSOR: This Is Hit, Inc., 65 Music Square West, Nashville, TN 37203 (“Sponsor”) is solely responsible for all aspects of this sweepstakes (“Sweepstakes”).

2. ENTRY: You may enter this Sweepstakes during the period beginning at 12:00:01 A.M. CST July 21, 2017, and ending at 11:59 P.M. CST, August 10, 2017 (“Entry Period”). For purposes of these Official Rules (“Rules”), all times and days are Central Time. You may enter via Internet by visiting <http://presave.tweematic.com/lindsayell> and following the online instructions. Upon successful connect, entrant will be directed to an entry form page and may be required to provide basic information, including entrant's email address and zip code, to complete the entry process. Once you have completed the online instructions and the entry process you will be entered into the Sweepstakes.

3. LIMITATIONS: All Entries must be received by 11:59 P.M., August 10, 2017. Only one (1) entry per person/Account and two (2) entries per household. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Account is registered. Entries by any method other than set forth above in Section 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Open only to persons eighteen (18) years or older upon entering who are legal residents of, and physically located within, the fifty (50) United States or the District of Columbia (collectively, “Territory”) and not employees of Sponsor; its parent, subsidiary, affiliated or successor companies or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “Entities”), or members of their households or immediate families. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, nondelivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider, Website or other connections; telephone or cell phone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; jumbled, corrupted, scrambled, delayed or misdirected transmissions; computer hardware or software or text message malfunctions, failures, technical errors or difficulties; unauthorized human intervention; traffic congestion; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant’s email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be

disqualified and any attempt by a person to use multiple Accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

4. PRIZE: One (1) Grand Prize consisting of one (1) Lindsay Ell Merch Bundle which includes: one (1) Autographed Lindsay Ell "The Project" CD, one (1) Lindsay Ell signed poster, one (1) GRL PWR Trucker Hat and one (1) Women's muscle tank or unisex t-shirt¹ (collectively, the "Prize"). Any depiction of the Prize is for illustrative purposes only. The Prize is not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. An unclaimed and/or unused prize element will remain the property of Sponsor. Approximate Retail Value of the Prize is: Seventy United States Dollars (\$70.00). Any difference between stated approximate retail value and actual value of prize will not be awarded.

Odds of winning the Prize depend on the number of eligible Entries received. There will be only one (1) Prize given away to one (1) winner. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Winner agrees to accept the prize "as is", and entrants hereby acknowledge that Sponsor has neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the Prize. Any valuation of the prize stated above is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law.

5. PROCEDURES: Entries will only be accepted during the Entry Period. Sponsor will randomly select one (1) potential winner from all eligible entries on or around August 10, 2017. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means.

6. WINNER: The potential winner will be notified by email or phone call. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] potential winner's failure to respond to notification within three (3) days after its transmission; [2] the return of an email notification as undeliverable after three (3) attempts; [3] the return of any other notice or a prize as undeliverable; [4] potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [5] potential winner's failure to claim a prize within seven (7) days after it is sent; [6] potential winner's failure to validly claim any prize before August 17, 2017 and [8] any other non-compliance with Rules. **In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.** All taxes are solely the responsibility of the winner.

¹ Choice made by Grand Prize Winner

7. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at: <https://www.bbrmusicgroup.com/terms-of-service/#atospp-privacy>. Except where prohibited by law, entry into the Sweepstakes constitutes permission for the following: (1) to send future email messages to the email address supplied in the entry; (2) Sponsor and Lindsay Ell to send future emails to the email supplied in the entry; and (3) use of each entrant's name, likeness, city of residence, and prize information, without limitation, for Sponsor's promotional purposes without further permission or compensation. As a condition of being awarded the Prize, winner may be required to confirm such permission in writing and execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, release of liability, tax forms, and other reasonable documentation. Failure to timely submit the above information and forms within the given time period may result in the disqualification of entrant.

8. CONDITIONS: By entering this Sweepstakes, you agree, represent and warrant that: [1] you will be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; [2] the Entry becomes solely the Sponsor's property and will not be returned; [3] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; [4] the Prize is awarded "**AS IS**" and **WITHOUT WARRANTY OF ANY KIND**, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); [5] the winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use that winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [6] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winner by such method as Sponsor in its sole discretion shall consider equitable; [7] the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the winner and distribution of the prizes; [8] any portion of any prize not accepted or used by any winner will be forfeited; [9] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [10] the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Rules; (c) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) for any other good cause as determined solely by the Sponsor; [11] all disputes,

claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of Tennessee, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state and [12] Sponsor has the right to modify prize award procedures at its sole discretion. The Sweepstakes and these Official Rules will be governed and interpreted under the laws of the State of Tennessee. THE RELEASES HEREUNDER ARE INTENDED TO APPLY TO ALL CLAIMS NOT NOW KNOWN OR SUSPECTED TO EXIST WITH THE INTENT OF WAIVING THE EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," AS WELL AS OTHER LAWS REQUIRING PRESENT INTENT TO RELEASE FUTURE UNKNOWN CLAIMS. THIS SECTION DOES NOT CONSTITUTE A CONCESSION THAT CALIFORNIA LAW IS APPLICABLE TO THE INTERPRETATION OF THESE OFFICIAL RULES.

Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor reserves the right to amend these Official Rules or to terminate this Promotion. **By entering the Sweepstakes, you release Sponsor and Lindsay Ell and their respective parent, related, affiliated and subsidiary entities from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort, warranty or other theory.** By entering, you certify that you have complied with these Official Rules and are eligible to win. The decisions of Sponsor are final and binding in all respects. All rights reserved. The Sweepstakes shall be governed by the laws of the State of Tennessee, United States of America. By participating in this Sweepstakes, you agree that the state and federal courts located in the Davidson County, Tennessee, shall have jurisdiction over any dispute or litigation arising from or relating to the Sweepstakes and that venue for such litigation shall be only in the Chancery Court for Nashville, Tennessee, or the United States District Court for the Middle District of Tennessee, or, at the election of Sponsor, any dispute or claim of any kind will be resolved by binding arbitration, such arbitration to be held in Nashville, Tennessee, and shall be held in accordance with the rules of the American Arbitration Association

9. RULES & WINNER LISTS: For list of the winner (after August 20, 2017) and/or Rules (before July 21, 2017), send a self-addressed, stamped envelope to: The Lindsay Ell Pre-Save Sweepstakes, C/O This Is Hit, Inc., 65 Music Square West, Nashville, TN 37203.