

# **KICKER "Rockin' like Rickie" Giveaway Contest**

## **Rules & Regulations**

**THE FOLLOWING CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS CONTEST UNLESS YOU ARE LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

1. **ELIGIBILITY:** Open only to legal residents of any one of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. The following individuals are not eligible: Employees, contractors, directors and officers of SFX World Inc. ("Sponsor"), **Stillwater Designs/KICKER**, BlackOp Communications Inc. and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, insurance agencies, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) of each such employee, contractor, director or officer.

2. **CONTEST SCHEDULE:** You may enter the Contest once daily between **12:00:01 a.m. Eastern Time ("ET") on July 12th 2010 and 11:59:59 p.m. ET on August 9th 2010** ("Contest Period").

3. **TO ENTER:** To enter the Contest, go to [HTTP://WWW.RICKIEFOWLER.COM/CONTESTS/](http://www.rickiefowler.com/contests/) ("Web Site"), during the Contest Period, and click on the login link for the "**Rockin' like Rickie**" Contest registration page. **BEFORE YOU WILL BE ALLOWED TO CONTINUE, YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS OF SERVICE AND PRIVACY POLICY OF THE WEB SITE, AND (SPONSOR). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEB SITE OR ENTER THE CONTEST.**

Follow the on-screen instructions to properly complete and submit a registration form for the Contest, or if you have already registered, you can login with your username and password you first entered with. When prompted, you may be asked to upload your original Entry content (written, photograph, video) and or confirm content Entry to the Web Site. To enter the contest you will be required to agree that you have (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules, and (b) received permission for the use of the

any image/likeness of any and all identifiable persons appearing in your Entry if applicable to contest entry process. You will be required to submit a release (to be provided by Sponsor) signed by each identifiable person appearing in any content that is part of your Entry granting Sponsor permission to use his or her image/likeness if your Entry is selected as a Grand or Runner Up Prize contender in the Contest. Entries that do not include all required information and adhere to the Official Rules as determined by Sponsor in its sole discretion will be considered void. Once content is uploaded / entered, or contest is confirmed entered Entry content will not be returned. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Entry / content it deems inappropriate or otherwise non-compliant.

6. GENERAL CONDITIONS: All Entrants must have a valid [www.rickiefowler.com](http://www.rickiefowler.com) user account and e-mail address. Entrants are solely responsible for any taxes on their respective prizes, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or Contest-related Web Site; (b) violating the Official Rules; (c) violating the Web Site terms of service, conditions of use and/or applicable general rules or guidelines; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. This Contest is offered only in the United States and is governed by the laws of the state of **Oklahoma**. All claims relating in any manner to this Contest or to any Submission must be resolved in the federal or state courts located in the state of **Oklahoma**.

Please see the Web Site's privacy policy located at <http://www.rickiefowler.com/legal/privacy.aspx> for details of our policy regarding the personal information collected in connection with this Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

4. SELECTION OF WINNERS: One (1) Entry ("Finalist") will be selected by a random computerized draw operated by a representative of BlackOps Communications which will then evaluate the eligibility of the Entry based on the Entry Criteria set forth above. Any attempt by an entrant and/or his/her family/friends to enter more than the number of times authorized herein using multiple names, email addresses, phone numbers and/or any other fraudulent mechanism,

as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify entrant in its reasonable discretion. All Entries are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms (described below). If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if an entry is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Entry provided sufficient time remains, in Sponsor's discretion.

Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. Entrants, by acceptance of the Finalist Prize (defined below), agree to release, indemnify and hold harmless Sponsor and Contest Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and sponsor from any and all liability, loss, damage, cost or claim relate to any allegation regarding the acceptance or use of their prize, including but not limited to the use of the entrants likeness/image, name and/or other entrant information for the purpose promoting this contest or subsequent contests now or in the future.

#### 5. PRIZE DETAILS:

The Grand Prize consists of a **KICKER iK501 iPod docking station/digital music system AND (1) pair of KICKER HP541 DJ-Style headphones** with a total value of approximately **\$350.00**. There are five (5) Secondary Prizes that consist of a **KICKER HP541 DJ-Style Headphones** valued at approximately **\$100.00**. There are ten (10) Third place prizes which consist of one (1) pair of **KICKER EB101M Ear buds with Microphone** valued at approximately **\$70.00**. Delivery of prize will be determined at time of winner selection based on the availability of the product.

**THE MAXIMUM TOTAL ARV OF ALL PRIZES IN CONTEST IS: \$1550.00.**

6. WINNER NOTIFICATION: Finalists will be notified by phone and/or email and will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release by **DATE** or The Grand or Secondary Prize will be forfeited and an alternate Grand or Secondary Prize Winner may be selected. **NOTIFICATION OF GRAND PRIZE, SECOND AND THIRD PLACE PRIZE WINNERS STATUS MUST BE KEPT CONFIDENTIAL UNTIL THE FINALISTS ARE PUBLICLY REVEALED BY SPONSOR OR THE GRAND PRIZE WILL BE FORFEITED AND AN ALTERNATE GRAND PRIZE WINNER WILL BE SELECTED.** Sponsor reserves the right, to require a potential Grand and Secondary Prize winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. By accepting a prize, Entrant (or Entrant's parent or legal guardian if Entrant is a minor) agrees, and agrees in writing if requested, that the Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Finalist agrees to irrevocably assign and transfer to Sponsor all of his/her right, title and interest in and to his/her Entry, if any, including all but not limited to all copyright and

trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Finalists hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Finalist may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify a winning Entry, in its sole discretion. Upon request of Sponsor, Finalist shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

**7. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the PGA Tour Entities (as defined below), Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the PGA Tour Entities, Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The PGA Tour Entities, Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. The PGA Tour Entities, Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor, Contest Parties and the PGA Tour Entities from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor, Contest Parties and the PGA Tour Entities shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto. Sponsor, Contest Parties and the PGA Tour Entities are not liable in the event that any portion of the Contest, event or the event broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise commercially reasonable efforts to award the Grand or Secondary Prize at another time or make a reasonable substitution in its sole discretion