

## 5FDP GAME SWEEPSTAKES

These rules are the terms and conditions (the "**General Terms and Conditions**") of the 5FDP Afterlife Game Sweepstakes (the "**Sweepstakes**"). This Sweepstakes is sponsored by 11-7 Recording Corp. d/b/a Better Noise Music with an address c/o Fox Rothschild LLP, 101 Park Avenue, 17<sup>th</sup> Floor New York, NY 10178 (the "**Sponsor**"). By entering the Sweepstakes you confirm your acceptance of these General Terms and Conditions and any other instructions or directions available on the Sweepstakes website <https://www.5fdpgame.com/> (the "**Sweepstakes Website**" and together with the General Terms and Conditions, the "**Official Rules**"). Please read the Official Rules carefully. If you do not agree to the Official Rules, do not enter this Sweepstakes.

Sponsor reserves the right to modify or amend at any time the Official Rules and/or to terminate the Sweepstakes completely at any time at its sole discretion by posting an amended version thereof on the Sweepstakes Website and/or on its social media platforms.

### 1. Eligibility

(a) No purchase necessary. The Sweepstakes is open to persons who are legal residents of the United States eighteen (18) years of age or older, as of the date of entry, who have an active e-mail account, Internet access, and an active Spotify or Apple Music account as of the beginning of the Sweepstakes period (an "**Entrant**"). Employees of Sponsor and its parent companies, affiliates or subsidiaries or advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Sweepstakes period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Sweepstakes. Anyone who attempts to defraud or in any way tamper with the Sweepstakes will be ineligible. Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and acceptance of the Official Rules.

(b) The winner will be required to provide us with the following information in order for us to send the reward: Full Name of the Entrant, Complete Postal Address, Zip Code, State, Phone Number and Email Address.

(c) For the avoidance of doubt, all issues of eligibility will be decided by Sponsor in its sole discretion.

(d) Any entry or other action in respect of the Sweepstakes made by an ineligible person will be null and void.

### 2. Entries

(a) During the Submission Period (as defined below), Entrants may visit the Sweepstakes Website and login via Spotify or Apple Music. To participate, Entrants must perform various interactions on the Spotify or Apple Music platform and/or the Sweepstakes Website, including, without limitation, following the artist profile for the band collectively p/k/a "Five Finger Death Punch" ("**Artist**"), following Artist's official newsletter, saving the artist playlist, and latest album (collectively, a "**Submission**") to earn entry (an "**Entry**"). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Spotify or Apple Music. Entrant understands that Entrant is providing its information to Sponsor and not to Spotify or Apple Music.

(b) Entries shall be accepted during the period beginning at 12:01am ET on May 13, 2024 and ending at 11:59pm ET on Jun 7, 2024 (the "**Submission Period**"). The Submission Period may be extended by Sponsor in its sole discretion. All Submissions must be received during this Submission Period to be eligible to win an Award (as defined below).

(c) No mechanically reproduced mail-in Entries are allowed and any use of robotic, automatic, programmed or similar entry methods will void all such Entries by such methods.

(d) Only one Entry per person, household and e-mail address is permitted, regardless of method of Entry. Entrants submitting multiple Submissions or violating any of these Official Rules may be disqualified.

(e) By submitting a Submission, each Entrant grants Sponsor a worldwide, exclusive, royalty-free, perpetual and irrevocable license to copy, modify, create derivative works, publish, display, broadcast, rebroadcast, sell and distribute such Submission for any purpose. Entrant agrees not to assert any moral rights in any Submissions against Sponsor or any of its Affiliates (as defined below) and Entrant waives any and all claims against Sponsor and its Affiliates in respect of any moral rights in any Submissions. Entrant moreover grants Sponsor the right to reveal and publish their name, photo, portrait, voice, likeness, image and biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration and Entrant grants Sponsor the right to print, publish, broadcast, distribute and use the foregoing in any media known now or hereafter developed, in perpetuity, worldwide.

### 3. Selection of Winner

(a) The winner will be selected by the Sponsor based on the highest score on Jun 14, 2023 from among all eligible entries collected during the Submission Period, in accordance with the Official Rules (the "**Winner**"). Any decision of Sponsor regarding the selection of any Winners is final. Sponsor will not consider any appeals subsequent to the selection of a Winner. The odds of winning will depend on the number of eligible Entries received, according to the eligibility requirements of the Sweepstakes.

(b) Prizes won by an eligible Entrant who is a minor in his/her jurisdiction of residence at the time of selection will be awarded to such minor's parent or legal guardian who must sign and return all required documents requested by Sponsor.

(c) Sponsor may extend the Submission Period in its sole discretion. Any extension of the Submission Period will be detailed on the Sweepstakes Website and/or on social media platforms, together with any revised Submission Period and date on which Sponsor expects that the Winner will be selected.

(d) The Winner will be notified by email within fourteen (14) business days (the "**Notification Period**") of their selection.

(e) Winners may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification.

(f) In the event that Sponsor cannot for any reason contact the Winner during the Notification Period, or when the Winner is ineligible, fails to claim the Award and/or, where applicable, an affidavit of eligibility and publicity/liability release from the Winner is not timely received, is incomplete or modified, Sponsor reserves the right in its sole discretion to select another Winner(s) or to determine that there shall be no Winner. Sponsor further reserves the right to postpone and/or cancel the Sweepstakes at any time and at its sole discretion.

(g) Sponsor reserves the right to select an alternate Winner in the event that Sponsor has reasonable grounds for believing that any selected Winner has contravened any of the Official Rules. Winners may be required to provide a written acknowledgement of acceptance of the Official Rules prior to receiving any Award.

(h) In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the Authorized Account Holder of the e-mail account specified in the Entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

#### 4. Award

(a) One (1) grand prize (the “**Award**”) will be awarded to the Winner, which consists of two (2) tickets to the Five Finger Death Punch 2024 summer tour date of the fans choosing, and one (1) signed broken guitar from the “This Is The Way” video. Except as specifically mentioned herein, any and all expenses relating to the Award shall be solely the responsibility of Winner including, without limitation, any shipping and/or delivery costs and expenses. Approximate retail value of the Award is Three Hundred Dollars (USD \$500.00). Any difference between the stated approximate retail value and actual value of the Award will not be awarded to the Winner. Winner is solely responsible for any federal, state and local taxes in connection with the Award. Sponsor will deliver the Award using the email and/or other contact details provided by the Entrant within 6–8 weeks of receipt of a notification of their selection as a Winner. Entrants are solely responsible for providing Sponsor with their correct details and waive any claims against Sponsor that the Award has not been received or was not able to be delivered due to incorrect details

(b) The Award is as stated and is non-transferable. If due to circumstances beyond Sponsor's control Sponsor is unable to provide a stated Award, Sponsor reserves the right to award a substitute Award. All Awards are, where applicable, subject to the additional terms and conditions of the manufacturer or supplier

#### 5. Personal Information

Personal information collected from users and Entrants as a result of any Submission and participation in the Sweepstakes will be used (a) for the purpose of administering the Sweepstakes, including for providing any notifications regarding the Sweepstakes; and (b) in order to provide Entrants with newsletters about various Sponsor and/or Artist products, activities, events or sweepstakes, all in accordance with the provisions of the Sponsor's privacy policy, located at [www.betternoise.com/privacy-policy](http://www.betternoise.com/privacy-policy), as amended from time to time. By accepting these General Terms and Conditions or making a Submission, Entrants affirmatively consent to receive such commercial messages. Entrants can request to stop receiving future communications from the Sponsor by following the unsubscribe link located at the bottom of each communication. Please note that the Sponsor reserves the right to send Entrants service-related communications, including service announcements and administrative messages, relating to the Sweepstakes, without offering you the opportunity to opt out of receiving them (the “**Service-Related Messages**”). You consent and accept that such Service-Related Messages may include reminders and notifications regarding your account status, including with respect to the blocking of messages as aforesaid.

#### 6. Liability Release

Sponsor and its Affiliates shall not be liable to Entrants for any loss or damage whatsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Sweepstakes and/or any Award, Submissions and/or Entries, including: (i) the Winner accepting, possessing, using, or misusing of any Award or any portion thereof; (ii) any type of technical failure; (iii) the unavailability or inaccessibility of any transmissions, phone, or Internet service; (iv) unauthorized intervention in any part of the Submission process; or (v) electronic error or human error in the administration or the processing of Submissions. Sponsor and its Affiliates shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the Winner under these Official Rules if such delay or failure is caused by circumstances beyond its reasonable control including without limitation the aforesaid examples as well as a pandemic (including restrictions required as a result of the COVID-19 epidemic), war, terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes. IN NO EVENT WILL SPONSOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to particular Entrants.

## 7. Indemnity

By participating in the Sweepstakes, each Entrant agrees to indemnify, defend and hold harmless Sponsor and its subsidiaries, affiliates and any of their respective officers, directors, employees, representatives and agents, attorneys, insurers, independent contractors, providers, successors and assigns (collectively, the "**Affiliates**") from and against any and all liabilities incurred in connection with: (i) such Entrant's breach or violation of the Official Rules; (ii) such Entrant's violation of any law, or the rights of any user or third party, including with respect to your Entries; (iii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the Award, or acceptance, possession, or use of the Award, or from participation in the Sweepstakes; and (iv) any printing or typographical errors in any materials associated with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to any Entrant's indemnification. Entrants may not, in any event, settle any claim or matter without the prior written consent of Sponsor in each instance.

## 8. General

(a) Entrants should retain copies of all submitted materials for their records. Sponsor cannot accept any responsibility for Submissions delayed, misdirected or undelivered. Incomplete and/or illegible Submissions may be disqualified.

(b) The Sweepstakes will be regarded as void where prohibited or restricted by applicable law.

(c) Sponsor reserves the right to disqualify any Entrant from the Sweepstakes if, in Sponsor's sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation of the Sweepstakes including by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants or Sponsor.

(d) These Official Rules shall be governed by and construed in accordance with the laws of The State of New York, USA and the courts of New York, NY USA shall have exclusive jurisdiction in relation to any disputes arising in respect of the Sweepstakes or the Official Rules.

(e) To receive a copy of the Official Rules/Winner List, send an email to [social@betternoise.com](mailto:social@betternoise.com).