

## OFFICIAL RULES OF THE TLA BOOZE AND TATTOOS 2018 CONTEST.

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

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Promotion Entities, and not to, Facebook, Twitter, Instagram or other social network or platform.**

**Eligibility:** The TLA Booze & Tattoos 2018 Contest ("Promotion") is open only to natural persons who are legal residents of the 50 United States of America and the District of Columbia who currently reside within 300 mile radius of the venue or will be in the Philadelphia area on June 9, 2018, who are at least twenty-one (21) years of age, who have a permanent tattoo located on their body, and have a Facebook account at the time of entry. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an entrant, the authorized account holder of the account will be deemed to be the entrant. Administrator may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable, federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sponsor:** The Sponsor of the Promotion is Theatre of Living Arts ("Sponsor").

**Administrator:** The Administrator of the Promotion is Live Nation Marketing, Inc. ("Administrator").

Sponsor and Administrator are collectively referred to herein as "Promotion Entities".

The Judges are employees of Live Nation Worldwide, Inc. and qualified individuals in the Tattoo community ("Judges").

Sponsor, Administrator and Judges are collectively referred to herein as "Promotion Entities."

Administrator will conduct the Contest substantially as described in these Official Rules. By participating in the Promotion each entrant agrees as follows:

**Timing:** Administrator's clock is the official time-keeping device of the Promotion.

The Submission Period begins at 12:00 PM Eastern Time ("ET") on May 8, 2018 and ends at 10:00 PM ET on May 20, 2018.

The Peer Voting and Finalist Judging Round ("Round 1") begins at 10:00 AM ET on May 21, 2018 and ends at 10:00 PM ET on May 26, 2018.

The Winner Judging Round ("Round 2") for each category and overall Grand Prize winner will take place on June 9, 2018 in person at Theatre of Living Arts located at 334 South Street, Philadelphia, PA 19147 ("TLA") during the approximate times as described below. Travel, parking, and accommodations are not included and are the sole responsibility of Entrant.

Check-In for Finalists from all three (3) categories to take place between 8:00 PM ET and 9:00 PM ET. Finalists must check-in during this time to be eligible for Round 2, and will be required to report to Judging area, at 10:00 PM ET, and will be required to be present until approximately 11:00 PM ET, and or as instructed by Promotion Entities during Check-in should any scheduling changes arise.

Judging for all three (3) categories shall take place between approximately 10:00 PM ET and 11:00 PM ET and ends once each Finalist has had a chance to walk the stage, and judges have had a chance to view and judge each Finalist for respective category. Order of appearance will be at the sole discretion of Promotion Entities.

The Registration Period, Round 1, and Round 2 are collectively referred to herein as "Promotion Period."

**How To Enter:** During the Submission Period, eligible persons who wish to enter should determine which category (defined below) to enter, take a picture of Tattoo ("Photo"), and convert to a digital file for upload during entry. The three categories are based on the style of Tattoo, and are as follows: black and white, color, and traditional.

Next, via Facebook, go to the Promotion registration page located at [www.facebook.com/TLAPhilly](http://www.facebook.com/TLAPhilly), click on the Booze & Tattoos Contest tab, and follow the steps to enter which include the upload of Photo, and complete the Promotion registration form to include basic contact information and the selection of applicable category for your entry. Photo and Tattoo collectively referred to herein as "Entry."

To enter, an entrant must be a registered user of Facebook. If an entrant is not a registered user of this site, the entrant must visit [www.facebook.com](http://www.facebook.com) to register for free. Registration for and use of the Facebook platform is subject to their terms and conditions and Promotion Entities have no responsibility with respect to such registration or use. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Promotion Entities, and not to Facebook.

Entrant must be able to attend Round 2 in person at TLA, if selected as a Finalist, and be available between 8:00 PM and 9:00 PM ET on June 9, 2018 and between approximately 9:45 PM ET and 11:00 PM ET on June 9, 2018, wear clothing that enables Judges and audience members to view entire Tattoo without exposing Entrant's private parts, and be willing and able to go onstage for Round 2 Judging. Entries will be judged on the Tattoo and not the person with the Tattoo (also referred to herein as the "entrant").

Entrant is prohibited from offering prizes or other inducements to members of the public, vote farming, or any other activity that artificially inflates votes as determined by Administrator in its sole discretion.

For all entries: Each entrant is eligible to submit up to one (1) Promotion entry in each category during the Registration Period, regardless of method or combination of methods of entry or number of entries submitted. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All entries become the property of Administrator and none will be acknowledged or returned.

During the Promotion Period, qualifying Entries will be posted onto the [www.facebook.com/TLAPhilly](http://www.facebook.com/TLAPhilly) page via the Internet for viewing and voting by the general public, in Promotion Entities' sole discretion. Promotion Entities shall have the right to immediately remove any and all Entries that violate these rules, in the sole direction of the Promotion Entities. Further, Promotion Entities may post Entries on their website(s), blogs, associated Facebook pages, Twitter, Pinterest, Instagram, or Youtube page(s) via the Internet for viewing by the general public, in Promotion Entities' sole discretion. As conditions of entry into this Promotion, and submitting an Entry, each entrant:

1. Acknowledges and agrees that the Promotion Entities may exploit, edit, modify, display and distribute any images taken of entrant and all elements of the Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party;
2. Warrants and represents that Entry was created by the entrant or has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations;
3. Warrants and represents that entrant's Entry does not contain any unlicensed images; and
4. Agrees to conduct him/herself with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the Promotion Entities during the Promotion Period. In the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Entry, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Entry to remain.

In the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Submission to remain.

Entrants agree that Entry shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- License plates, phone numbers, personal addresses (physical or email or otherwise)
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliation of other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Promotion Entities, in their sole discretion

Administrator is not obligated to use, publish, display or broadcast any images of entrant or Entry; provided however that each entrant acknowledges that Administrator will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the entry.

**Prizes:**

**One (1) Overall Grand Prize:** will be awarded to the Finalist with the highest overall score across all three (3) categories, consisting of two (2) general admission tickets to winner's choice of one (1) concert at The Fillmore Philadelphia in Philadelphia, PA scheduled to take place prior to December 30, 2018; two (2) general admission tickets to winner's choice of one (1) show at the Theatre of Living Arts in Philadelphia, PA scheduled to take place prior to December 30, 2018; one (1) \$50.00 gift card to winner's choice of one of the following participating Tattoo Shops: Tattooed Mom, Lucky's Last Chance, or Crash Bang Boom (each a "Tattoo Shop"); and one (1) \$100.00 gift card to winner's choice of one participating Tattoo Shop. Approximate Retail Value of the Prize Approximate Retail Value of the Grand Prize is: Four Hundred Eighty Dollars and Zero Cents (\$480.00), depending on concert selected. Any difference will not be awarded.

**Three (3) First Place Category Prizes:** One (1) Prize will be awarded to the one (1) winner in each of the three (3) categories, each prize consisting of one (1) Booze & Tattoos Event t-shirt; one (1) TLA t-shirt; two (2) tickets to winner's choice of one (1) show at Theatre of Living Arts in Philadelphia, PA scheduled to take place prior to December 30, 2018; and one (1) \$50.00 gift card to one of the participating Tattoo Shops. Tattoo Shop to be determined at Promotion Entities sole discretion. Approximate Retail Value of each First Place Category prize is: Two Hundred Twenty Dollars and No Cents (\$220.00), depending on concert selected. Any difference will not be awarded.

**Twelve Finalist Prizes:** One (1) Prize will be awarded to each the twelve (12) Finalists, each prize consisting of two (2) general admission tickets to the Booze & Tattoos event at TLA scheduled to take place on June 9, 2018. Travel, parking, and accommodations are not included and are the sole responsibility of Finalist and Finalist's guest. Finalists and guests must abide by all venue policies. Approximate Retail Value of the Prize is: Twenty Dollars and Zero Cents (\$20.00).

**For all prizes:** All tickets may be general admission or reserved and will be determined at sole discretion of Promotion Entities. Selection of any concert seat location (if reserved) is solely within Promotion Entities discretion. Tickets to a particular show are not guaranteed. Tickets are subject to program availability, venue capacity and age restrictions. Winner must select concert or show at least seven (7) days in advance of concert or show date and use tickets by 12/30/18 or will forfeit the ticket portion of the prize. Parking, travel and accommodations not included and are the sole responsibility of winner and guest(s). 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 winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Live Nation into disrepute.. Resale of tickets is prohibited. Prizing not redeemed according to terms will be forfeited and no alternate prize will be awarded. Resale of tickets is prohibited.

All Gift Cards are subject to respective vendor's terms and conditions. See respective vendor for terms.

Lucky's Last Chance: <http://luckyslastchance.com/>

Tattooed Mom: <http://tattooedmomphilly.com/>

CrashBangBoom: <http://crash-bang-boom.myshopify.com/>.

There will be only one first place prize per category winner and one Grand Prize for Finalist with highest overall score. 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 all additional expenses including, without limitation, travel expenses, if any, are the sole responsibility of winner. Prizes may not be transferred, assigned, redeemed for cash or exchanged for any other prize. Only listed prizes will be awarded and no substitutions or cash equivalents or redemption will be made, except that Administrator reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Prize cannot be used in conjunction with any other promotion or offer. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have 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. Promotion Entities are not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Promotion Entities are not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. An unclaimed and/or unused prize element will remain the property of Administrator.

Any valuation of the prizes stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded.

Promotion Entities reserve the right to disqualify any Finalist who they and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Promotion Entities into disrepute.

#### **Selection and Verification of Finalists, Potential First Place Winners, and Grand Prize Winner:**

**Round 1:** Each eligible entry will be online under the Booze & Tattoos Contest tab located at [www.facebook.com/TLAPhilly](http://www.facebook.com/TLAPhilly) for Peer Voting during the Round 1 Period. Peer voting will make up 25% of the score in Round 1. Peer must be at least twenty-one (21) years of age to vote. Peer may vote no more than one (1) time per Entry each day. There will be three separate Categories: black and white, color, and traditional. Peers should vote for the Tattoo(s) that best exhibit creativity, shading and detail.

Four (4) Finalists will be selected for each of the three (3) categories as described above, on or about May 27, 2018. Judges will use a 10 point scale for each criteria for a total of 30 possible points per Entrant from the Judges and a total of 10 possible points from Peer for a maximum total of 40 possible points, with 10 being the highest score and 1 being the lowest score, and criteria to be based on creativity (25%), shading (25%), detail (25%), and peer voting (25%). The Finalists in each category shall be the four (4) Entries that receive the highest overall score as determined by the judges. Each potential Finalist will be notified by mail, email or phone, method of contact at sole discretion of Promotion Entities. An entrant is not a Finalist, even if the Promotion should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. Each potential Finalist will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Administrator within forty-eight (48) hours of the date notice or attempted notice is sent, in order to claim a prize (if applicable). All potential Finalists are subject to verification by Administrator.

**Round 2:** The four (4) Finalists from each Category must check-in with Promotion Entities at TLA between 8:00 PM ET and 9:00 PM ET on June 9, 2018, and be present and available from approximately 9:45 PM ET to approximately 11:00 PM on June 9, 2018. Finalists should wear clothing that enables Judges and audience members to view entire Tattoo without exposing Entrant's private parts and be willing and able to go onstage for Round 2 Judging. Entries will be judged on the Tattoo and not Finalist.

Finalists will be required to be present, and report to Judging area, during times set forth below, or as instructed by Promotion Entities during Check-in or as advised during the event should scheduling changes occur.

**Judging for all categories** to take place between approximately 10:00 PM ET and 11:00 PM ET and ends once each Finalist has had a chance to walk the stage and judges have had a chance to view and judge each Finalist for respective category.

Judges will use a 10 point scale for each criteria for a total of 30 possible points per Finalist, with 10 being the highest score and 1 being the lowest score, and criteria to be based on creativity, shading, and detail, each criterion to be weighted equally. The potential winner in each category shall be the one (1) Entry that receives the highest overall score as determined by the judges. Each potential category winner will be announced at approximately 11:00 PM ET

on June 9, 2018. The potential overall Grand Prize winner shall be the one (1) category winner who receives the highest overall score among all three (3) category winners as determined by the judges. Potential Grand Prize winner will be announced at approximately 11:00 PM ET on June 9, 2018. Each potential winner may be required to sign and return a prize acceptance form ("Affidavit") (except where prohibited), which must be received by Administrator prior to receiving prize, in order to claim prize (if applicable).

In the event of a tie, there will be one (1) additional fifteen (15) minute Judging period during which Administrator representatives will vote to select the potential winner for that Category. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Administrator 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 Promotion, or obtained winner status using fraudulent means.

In the event a winner declines a prize, Administrator may, at its discretion, select an alternate winner. In such case, Administrator will select the Entry with the next highest score as determined by the Promotion Entities.

**Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion in any media, worldwide, without further payment or consideration.

**Privacy:** Information submitted by entrants will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winner(s) and fulfillment of the prize(s). Information submitted by entrants is subject to Administrator's privacy policy: <http://concerts.livenation.com/h/privacy.html>. Entrant's participation in this Promotion constitutes consent for Administrator to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes, unless entrant has opted to receive e-mail communications or SMS messages from Administrator.

**Errors and Unauthorized Activity:** Promotion Entities are not responsible: (1) for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it suspects or finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release:** By participating in the Promotion, entrant (a) releases Promotion Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

**Disputes:** As a condition of participating in the Promotion, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**WINNER'S LIST:** A list of winners of prizes with a value greater than \$25 is available up to sixty (60) days after the close of the Promotion. Mail request to TLA Booze & Tattoos 2018 Contest Winners, 7060 Hollywood Blvd, Hollywood, CA 90028, Attention: Sweeps Dept. In order to obtain a winner's list, where permitted by law, send your written request and a self-addressed, stamped envelope.

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