## **CONTEST TERMS**

- 1. ELIGIBILITY: Elements Survey Contest (the 'Contest') is open to legal residents of the fifty (50) United States and the District of Columbia who are over the age of 18 that have access to the Internet at all times during the Contest and prize award period unless otherwise specified by Elements Production LLC (the 'Sponsor'). Non-US residents over the age of 18 may enter unless expressly prohibited by local regulations and law. All employees of Elements Production LLC, all associated agencies and each of their sales representatives, distributors, or agents (all of the foregoing, together with Sponsor, collectively referred to as 'Contest Entities'), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether related or not), are ineligible to participate in the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Contest constitutes your full and unconditional acceptance of these Official Terms. No purchase necessary a purchase will not improve your chances of winning.

  2. CONTEST PERIOD: The Contest entry period begins at 2/26/24 12:00pm EST and ends at 3/11/24 12:00pm EST (the "Contest Period"). Winners will be selected from entries properly submitted and timely received during the Contest Period.
- **3. CONTEST ENTRY INSTRUCTIONS:** During the Contest Period, you may submit an entry form online. Limit One (1) Online Entry per person, per e-mail address, and per household during the Contest Period via Online Entry, regardless of whether a person has more than one address/email address or more than one person uses the same address/email address.
- **4. PUBLICITY:** As a condition of entry into the Contest, except where prohibited by law, each entrant and each winner by accepting a prize grants to Sponsor and its affiliates, legal representatives, assigns and licensees, all right, title and interest in to publicize, broadcast, display and/or otherwise use the Contest entrant's name, city, state, and biographical material (collectively, 'Licensed Rights') in any media now or hereafter known throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval of the winner. Where necessary, the Prize winner will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within twenty four (24) hours of attempted notification or the winner may be disqualified and an alternate winner selected. Prize winner must be available for promotional display and presentation between 3/11/24 12:00pm EST to 3/11/24 12:00pm EST PLUS
- 1 DAY or will forfeit the prize to the next winning entrant.
- **5. SELECTION OF CONTEST WINNERS/ODDS:** The potential Prize winners will be selected in a random drawing to be held after 3/11/24 12:00pm EST. Winners will be selected from entries received during the Contest Period. Odds of winning will depend on the number of eligible entries received during the Contest Period. The potential winners will be notified via email to the email address submitted with the potential winner's entry within twenty four (24) hours after the drawing. The drawing will be conducted by Sponsor, the judge of the Contest, whose decisions on all matters relating to the Contest shall be final and binding. In the event that a potential winner is disqualified for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner selected at random. Any return of prize notification or prize email as undeliverable will result in forfeiture of any prize and an alternate winner may, at Sponsor's discretion, be randomly selected.
- **6. PRIZES:** The winners will be awarded 2 Platinum VIP tickets to either Elements 2024 or 2025. Prize will be delivered after 3/11/24 12:00pm EST. The Prize will be delivered to the winning entrant's address or, at the sole option and discretion of the contest Sponsor, to a recipient designated by the contest winner. Prizes are not transferable and are not redeemable for cash. All taxes and other charges are the responsibility of the winner. No substitutions allowed. All expenses not specifically mentioned herein are not included as part of any Prize package, and are solely the winner's responsibility.
- **7. ALTERNATIVE MEANS OF ENTRY:** You may also enter the Contest by mailing a standard-size postcard with your first name, last name and email address to: Elements Production LLC, 373 S 1st St. #2, Brooklyn, NY 111211, USA.. Postcard entries must be postmarked during the Contest Period to be included within the random drawing, and no more than one postcard/email address may be submitted during the Contest Period.
- **8. GENERAL TERMS:** By entering or participating in the Contest, participants agree to be bound by these Official Terms, and by the decisions of Sponsor, which are final and binding in all respects. Contest Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may

corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Terms or the terms of service, conditions of use, and/or general terms of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information.

- 9. PARTICIPANT OBLIGATIONS: By participating in the Contest, you agree to be bound by these Official Terms and the decisions of Sponsor. By accepting the prize, the winner agrees to release and hold Elements Production LLC and affiliates harmless from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Contest or receipt or redemption of the prize. The winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Contest or use or redemption of the prize.
  10. PERSONAL INFORMATION: The personal information collected through the Contest is subject to Elements Production LLC's Privacy Policy, located at https://www.elementsfest.us/privacy-policy. By entering the Contest, you agree to the use of your personal information as described in the above Privacy Policy.
- 11. SPONSOR: Elements Production LLC