(Midwest 2018 Sound Innovations Sweepstakes)
OFFICIAL RULES
NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR
WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT
INCREASE YOUR CHANCES OF WINNING.

- 1. Sponsors: By entering the Midwest 2018 Sound Innovations Sweepstakes ("Sweepstakes") sponsored by Alfred Publishing, LLC dba Alfred Music ("Alfred" or "Sponsor") and MakeMusic ("Make Music" or "Sponsor") (collectively "Sponsors") and conducted by Alfred ("Host") and accepting the terms herein, you agree to be bound by the following rules ("Rules"), which constitute a binding agreement between you, on the one hand, and Sponsors on the other. These Rules apply only to this Sweepstakes and not to any other sweepstakes or contest sponsored by either or both of Sponsors.
- 2. How to Enter: You may enter the Sweepstakes during exhibit hours ("Entry Periods") at The Midwest Clinic International Band and Orchestra Conference ("Midwest 2018"), held December 19, 2018 through December 22, 2018 at McCormick Place West in Chicago, IL. The Entry Periods are as follows:
  - Wednesday, December 19, 2018 9:30am CST 5:00pm CST
  - Thursday, December 20, 2017 9:00am CST 5:00pm CST
  - Friday, December 21, 2017 9:00am CST 1:30pm CST

To enter you must be a registered attendee of Midwest 2018 and have your Midwest 2018 badge scanned at both the Alfred booth by an Alfred staff member and the MakeMusic booth by a MakeMusic staff member at Midwest 2018, which adds you to both Sponsors' email lists during one of the Entry Periods. Multiple entries will be disqualified. Entries generated by script, macro, bot, or other automated means will be disqualified. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of entry.

3. Eligibility: You must be a registered attendee of Midwest 2018. You must be a legal resident of the fifty (50) United States or the District of Columbia. Sweepstakes void in Rhode Island, Puerto Rico, U.S. territories and possessions outside of the U.S., and where prohibited by law. The Sweepstakes and any website pages and advertisements related thereto are intended for viewing only within the United States. You are not authorized to participate in the Sweepstakes if you are not located within the United States. Employees and agents of the Sponsors and their respective affiliate, subsidiary, and parent companies, and advertising and promotions agencies and their immediate families (spouses, parents, siblings, children and their spouses) are ineligible to enter or win. All Contest submissions from minors (ie., those under the age of 18 years of age as of December 19, 2018), will be disqualified.

## 4. Prizes:

One (1) prize will be awarded to one (1) winner (the "Winner"), consisting of your product selections, as available, or the Sound Innovations method of Winner's choice as follows:

Sound Innovations for String Orchestra (maximum quantity of 40 books in the series, maximum retail value of \$450.00)

OR

Sound Innovations for Concert Band (maximum quantity of 40 books in the series, maximum retail value of \$450.00)

OR

Sound Innovations for Guitar

(maximum quantity of 40 books in the series, maximum retail value of \$450.00)

OR

Sound Percussion (maximum quantity of 40 books in the series, maximum retail value of \$450.00)

AND

One (1) teacher license and maximum of forty (40) student licenses of SmartMusic, valid for one year. (maximum retail value of \$360.00)

The Winner will send their product request to Alfred as instructed upon acceptance of the Prize package. No transfer, substitution, or cash equivalent for prize except at Sponsors' sole discretion. Sponsors reserve the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason. The Grand Prize Winner shall sometimes be referred to hereinafter as the "Winner". If the winning entry was made online, the entry will be deemed submitted by the e-mail account holder associated with such entry, as solely determined by Host. Taxes and any fees or costs associated with the prize is the sole responsibility of the Winner. Prize is awarded "as is" with no warranty or guarantee, either express or implied. Winner agrees to look solely to manufacturer for any warranties on the prize awarded. Once a person is deemed a Grand Prize winner, that person is ineligible to win any further prizes for this Sweepstakes.

## 5. Drawing and Notification:

Winner will be selected in a random drawing, by Host or their designee, whose decisions will be final, from all eligible entries, made during the Entry Periods, by Friday, December 21, 2018 2:00pm CST. Winner need not be present to win. Winner will be notified by phone and/or email by Friday, December 21, 2018. If Host or its designee is unable to contact potential Winner by e-mail or phone (using the contact information provided at the time of entry) and/or if the potential Winner fails to respond to notification within seven (7) days of notification, the potential Winner will be disqualified and forfeit his or her right to a prize, and an alternate Winner will be selected.

## 6. Winner's Affidavit:

Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity release, a written version of these Rules and any additional documentation, waivers and releases that may be required (collectively, "Affidavit"). The requirement for a publicity release shall be void where prohibited. The Affidavit will provide that by acceptance of the prize, Winner releases Sponsors and Host from any and all liability for injuries, damages or expenses sustained in connection with the Drawing or with the receipt, ownership or use of the prize. Failure to sign the Affidavit may cause the Winner to forfeit the prize. Failure of the Winner to respond to notification and/or to complete and return the Affidavit within one week after sent to such Winner will be deemed a forfeiture of the prize and an alternate Winner will be selected from the eligible entries.

7. General: This Sweepstakes is subject to all applicable federal, state and local laws. If any prize or prize notification is returned as undeliverable, prize will be forfeited and an Alternate Winner will be selected. All federal, state or other tax liabilities (including income tax) arising from this Sweepstakes will be the sole responsibility of Grand Prize and/or Runner-up Winner(s) ("Winners)). Except where prohibited by law, Winner's entry and acceptance of the prize constitutes permission for the Sponsors to use Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation. This Sweepstakes is subject to these Rules. By participating, entrants agree to be bound by these Rules and waive any right to claim ambiguity in the Sweepstakes or these Rules. Winner and entrants also agree to release,

discharge, indemnify and hold harmless the Sponsors and Hosts and their affiliates, parent companies, officers, directors, shareholders, employees and agents of each, from and against any claims, damages or liability due to any injuries, claims, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse of use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes will be ineligible for prizes and may be prosecuted to the full extent of the law. Odds of winning depend upon the number of eligible entries received by Sponsors.

- 8. Limitations of Liability: Sponsors, Host, any Internet access providers, and their respective parent companies, affiliates, subsidiaries, advertising and promotions agencies, and all of their agents, officers, directors, shareholders, employees, and agents (collectively "Released Parties") disclaim any responsibility for incorrect or inaccurate entry of entry information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access any website or download materials, damage to a user's computer system (hardware & software) due to participation in this Sweepstakes, or late, lost, incomplete, misdirected or mechanically reproduced entries. If in the opinion of Sponsors, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties compromise the integrity of this Sweepstakes, Sponsors reserve the right to terminate this Sweepstakes, and award the prize from among all eligible, non-suspect entries received as of the action requiring such termination. Any attempt to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is unlawful and subject to legal action by Sponsor or their designees. Entrants agree to hold harmless the Released Parties from and against all claims and damages arising in connection with their participation and/or entry in this Sweepstakes and/or the awarding or use of any prize awarded.
- 9. Governing Law: Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. The Sweepstakes and Official Rules are interpreted by the laws of California, without regard to its conflict of law provisions.