

Terms & Conditions

Contest Name: **Design #Shambhala2018 Official T-Shirt**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING.

This Contest is open only to individuals who are at least 19 years of age or older.

This Contest is solely by Shambhala Music Festival. Any questions, comments or complaints regarding the Contest must be directed to Shambhala Music Festival.

ELIGIBILITY. This Contest is open only to individuals who who are 19 years of age or older at the time of entry.

DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER. Contest begins on **May 11th, 2018 at 4:00pm PST** and ends at **11:59pm PST on June 5th, 2018** ("Submission Intake").

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by Shambhala Music Festival for online entries. When applicable, the Shambhala Music Festival's computer will be deemed the official time keeping device for the Contest. All entries become the property of Shambhala Music Festival and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Contest Rules; (b) as between you and Shambhala Music Festival, that the decisions of Shambhala Music Festival is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Contest that participation may be required to be considered eligible.

Address: Suite 2003 - 622 Front Street, Nelson, BC V1L 4B7

Contact: brittany@shambhalamusicfestival.com

WINNER SELECTION. The top entries will be chosen by Shambhala Music Festival based on criteria below. Top entries will be put to a vote on our website. The design with the most votes will be awarded our grand prize. The top entries will be selected based equally on the following criteria: 1) Creativity. 2) Originality. 3) Ability to follow rules. Submissions close June 5, 2018 at

11:59pm PST. Any entries submitted after will not be considered. The top entries will be announced on June 8 2018. Voting will begin on the same day, and voting closes on June 11, 2018. The winner will be announced on June 12 2018.

Potential Contest winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. Shambhala Music Festival reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Contest events.

The potential winner will be notified by email. We will also announce the winner and post their design on our social media accounts and website. Shambhala Music Festival WILL REACH OUT TO THE POTENTIAL WINNER ONE (1) TIME WITHIN TWELVE (12) HOURS. IF THE POTENTIAL WINNER DOES NOT RESPOND, A SECOND REACH OUT WILL BE SENT. THE POTENTIAL MUST RESPOND TO ONE OF THE MESSAGES WITHIN TWENTY-FOUR (24) HOURS. IF THE POTENTIAL WINNER DOES NOT RESPOND WITHIN THAT TIME FRAME, THE POTENTIAL WINNER WILL BE DISQUALIFIED AND Shambhala Music Festival WILL SELECT THE NEXT POTENTIAL WINNER, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE NEXT DAY. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s), or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon, the entrant will automatically be disqualified and their prize will be forfeited.

PRIZE(S) only valid for 2018 Shambhala Music Festival

- Merch Prize Pack (GR Hat, lanyard, Bandana)
- BASSics ShambhaLodging Package
- Food Vouchers - Total Value \$50 CAD
- Water & Ice Vouchers - Total Value \$25 CAD
- 2 x Tickets to your nearest SMF Pre Party
- 3 x of your exclusively designed T-shirts

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. **A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash** except in Shambhala Music Festival's sole discretion. Prize details and availability are subject to change. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

All prizes provided by: Shambhala Music Festival Ltd.

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE Shambhala Music Festival DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

TAMPERING AND DELIVERY DISCLAIMER.(a) Shambhala Music Festival, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who Shambhala Music Festival determines (in its sole discretion) is or is attempting to: (i) tamper with Shambhala Music Festival's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, Shambhala Music Festival, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of Shambhala Music Festival's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT Shambhala Music Festival's WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, Shambhala Music Festival AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS Shambhala Music Festival AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. Shambhala Music Festival disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) 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 Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

Shambhala Music Festival further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Shambhala Music Festival, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which affect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. Material changes to the Official Rules will be noted on LIB's Facebook Page. In the event of termination of the Contest by Shambhala Music Festival, Shambhala Music Festival reserves the right to award any prize(s) in a manner deemed fair and equitable by Shambhala Music Festival.

PUBLICITY. Except where prohibited, by accepting a prize, winner(s) grant the Shambhala Music Festival and Station(s) permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.

USE OF PERSONAL INFORMATION. The Shambhala Music Festival will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Shambhala Music Festival's Privacy Policy. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.

RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Contest, each entrant agrees to release and waive any and all claims of liability against the Contest Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the “Released Parties”) from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Contest and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner’s name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities’ sole control. Upon awarding the prize, the Shambhala Music Festival will have no further obligation to winner.

CONDUCT AND DECISIONS. All decisions of the Shambhala Music Festival will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. The Shambhala Music Festival will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Shambhala Music Festival’s decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Contest to the Shambhala Music Festival’s and/or Station’s “discretion” and/or any exercise of discretion by the Shambhala Music Festival or Station shall mean in Shambhala Music Festival’s and/or Station’s “sole and unfettered discretion.” The Shambhala Music Festival further reserves the right to terminate the Contest if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest. In the event the Contest is terminated, Shambhala Music Festival will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Contest rules will be broadcast on-air and available on-line at the Station’s website, when practical. The Shambhala Music Festival’s failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

BINDING ARBITRATION. Any controversy or claim arising out of or relating to the Shambhala Music Festival Contest shall be settled by binding arbitration in a location determined by the

arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Shambhala Music Festival will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Shambhala Music Festival shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

MISCELLANEOUS. Shambhala Music Festival reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Shambhala Music Festival disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. As a condition of participating in the Contest, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant’s full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant’s fulfillment of all requirements set forth herein.

COMPLIANCE WITH LAW AND GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Shambhala Music Festival in connection with the Contest, shall be governed by, and construed in accordance with, the laws of British Columbia, Canada, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the Province of British Columbia, Canada.

COPYRIGHT

- Design must be original previously unpublished artwork, from the contestant.
- Design cannot contain trademarks, logos, or copyrighted works of any other person or business aside from that provided by Shambhala Music Festival
- Artists may not sell or reproduce the design(s) for any other purpose.
- Design may be used by Shambhala Music Festival in other print and online media.