

Quincy Jones Thriller Dance Sweepstakes Official Rules

By entering, I acknowledge that I have read and accepted the following Sweepstakes Official Rules, as well as the official terms of use of the social media site on which I'm posting my entry.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES ONLY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES & THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 13 YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ENTRY PERIODS:

The "Quincy Jones Thriller Dance Sweepstakes" ("Sweepstakes"), administered by Quincy Jones Productions, Inc. begins ("Entry Start") on November 29, 2022 at 11:59PM Eastern Standard Time ("EST") and ends ("Entry End") on December 31, 2022 at 11:59PM EST (the "Sweepstakes Period"). Administrator's designated computer will serve as the official timekeeper for the Sweepstakes. Any attempted form of entry into the Sweepstakes other than as described herein is void.

SPONSOR AND ADMINISTRATOR:

Administrator: Quincy Jones Productions, Inc. % Cannon & Company, 10850 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024 ("Administrator").

Sponsor: Quincy Jones Productions, Inc. f/s/o Quincy Jones p/k/a "Quincy Jones" ("Q" or "Artist") ("Sponsor").

ELIGIBILITY:

The Sweepstakes is open only to individuals who meet the following criteria at the time and date of entry: (a) have the legal right to consent, and (b) are a legal resident of and physically residing in one (1) of the contiguous forty-eight (48) United States or the District of Columbia (unless otherwise specified in the detailed description on the Sweepstakes Entry Page, excluding Alaska, Hawaii, Puerto Rico, United States territories, possessions, and protectorates, foreign based United States military installations and wherever prohibited by law).

BY ENTERING, YOU REPRESENT THAT YOU ARE AT LEAST THIRTEEN (13) YEARS OLD AT TIME OF ENTRY. By entering into the Sweepstakes, you ("Entrant") represent and warrant that you either (i) are age 18 or older and have the legal right to consent to these Official Rules; or (ii) are the parent or legal guardian of a minor at least thirteen (13) years old and have the legal right to consent to and do hereby consent to these Official Rules on behalf of that minor (each such individual an "Entrant"; if the parent or legal guardian of the minor, the parent and/or legal guardian and the minor are collectively the "Entrant").

CONDITIONS

Employees, officers and directors of Sponsor and its subsidiaries, Administrator and its subsidiaries ("Prize Provider"), and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, advertising, promotion and public relations agencies, and their respective officers, directors, employees, agents, independent contractors, representatives and agencies (collectively, the "Sweepstakes Entities") are not eligible to participate in the Sweepstakes and/or win a Prize (as defined below).

Additionally, immediate family members of such employees and persons living in the same household as such employees (whether related or not) are not eligible to win. For the purposes of this Sweepstakes, “immediate family members” is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses and “persons living in the same household” shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

By entering this Sweepstakes, Entrants agree to be bound by these “Official Rules” and the decisions of the Sponsor and Administrator, which are final and binding in all respects and cannot be challenged or appealed.

HOW TO ENTER:

Prospective Entrants can enter (“Entry”) this Sweepstakes by posting their own unique version of a Thriller-dance video.

Entry into this Sweepstakes does not carry over into any other sweepstakes. Multiple Entrants are not permitted to share the same Account. Any attempt by any Entrant to use multiple Accounts, email addresses, identities, or login credentials of any kind will void that Entrant’s Entries and shall subject Entrant to potential disqualification from future sweepstakes administered by Administrator and/or Sponsored by Sponsor. Entries submitted by script, macro or other automated or mechanical means, entries by any means which subvert the entry process and entries made in any fashion other than as specified herein are void. Use of any automated system to participate is prohibited and will result in disqualification. In the event of disqualification, any prize that Entrant might have been otherwise entitled to will not be awarded.

In the event of a dispute regarding the identity of an Entrant, the Entry will be deemed to have been made by the Account’s authorized holder, defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the registered email address. Each Entrant may be required to show proof of being an authorized Account holder.

If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

See WINNER SELECTION PROCESS for details on how Sweepstakes winners are selected.

See PRIZE WINNER NOTIFICATION PROCESS for details on how Prize winners are notified.

See PRIZE REDEMPTION PROCESS for details on how Winners can redeem their Prize.

See ALTERNATE METHOD OF ENTRY for details on how to enter without owning a Token.

ALTERNATE METHOD OF ENTRY:

To enter without posting a dance video, please send an email to info@quincyjones.com with a subject heading (“Email Subject”) corresponding to the name of the Sweepstakes. In the body of the email, please describe why you believe you should be chosen to receive the prize. Alternate Entries will be treated as having been received as of the time indicated by the email’s timestamp. Emails sent with Email Subjects that do not correspond to the name of an active Sweepstakes will not be considered valid. Only one (1) Alternate Entry per person per Sweepstakes is permitted.

ADDITIONAL CONDITIONS FOR ENTRY

Entrants will be required to read and accept these Official Rules.

Submission of false or misleading information in connection with an Entrant's Account registration is grounds for disqualification from future sweepstakes administered by the Administrator.

The following Entries are invalid and void, and any Prize provided in connection therewith revoked by the Administrator to assign to another Entrant in its discretion.

- Entries generated by a script, macro or other automated means.
- Entries submitted or received after the expiration of the Sweepstakes Period.
- Entries made on behalf of an Account registered to an email address not controlled by you.
- Entries made by Entrants who do not meet the eligibility requirements herein.

Sponsor and Administrator reserve the right to contact Entrants at the email address associated with their Account. Entrants may choose to opt-out of future notifications and communications. Additional personally-identifying information of Entrants including but not limited to mailing address may be collected and used by Sponsor and Administrator only with respect to this Sweepstakes, and shall be periodically purged after the end of the Sweepstakes and the fulfillment of Prizes, as defined herein, except to the extent Sponsor and Administrator is required by law to maintain and/or disclose such information.

SPONSOR DOES NOT SEEK TO USE, DISSEMINATE OR COLLECT PROHIBITED PERSONALLY IDENTIFIABLE INFORMATION THROUGH THE PROMOTION, AND ANY ENTRY THAT INCLUDES PROHIBITED PERSONALLY IDENTIFIABLE INFORMATION IS SUBJECT TO DISQUALIFICATION AND DESTRUCTION SHOULD SPONSOR OBTAIN ACTUAL KNOWLEDGE THAT SAID ENTRY INCLUDES PROHIBITED PERSONALLY IDENTIFIABLE INFORMATION.

"Prohibited Personally Identifying Information" includes the following information of an individual under 13 years of age: first and last names; home or physical addresses, including street name and city or town name; online contact information, such as email address or anything that permits direct contact with a person online; screen or user names; telephone numbers; social security numbers; photograph, video, or audio file that contains child's image or voice; or geolocation information able to identify street name or city or town name.

ENTRANTS ACKNOWLEDGE AND AGREE THAT THEY WILL NOT SUBMIT IN ANY FORM OR MANNER ANY PERSONALLY IDENTIFIABLE INFORMATION OF A MINOR CHILD YOUNGER THAN 13 YEARS OF AGE AT THE TIME OF ENTRY.

WINNER SELECTION PROCESS:

Administrator will select the Prize winner(s) ("Winner(s)") upon conclusion of the Sweepstakes Period. One Winner will be selected from amongst all eligible Entrants by the Administrator based solely on the individual subjective judgment of Mr. Quincy Jones. Eligible Entrants shall consist of those Entrants responsible for submitting an Entry received with the correct information and in accordance with these Official Rules.

If a potential Winner is found ineligible or fails to comply with these Official Rules, that Entrant's claim to the Prize is forfeited and an alternate qualifying and eligible Entrant may be selected, at Administrator's sole discretion.

All Prizes legitimately claimed will be awarded.

PRIZE INFORMATION:

Winning Entrant will receive one Thriller album, in vinyl format, signed by Mr. Quincy Jones (if he is medically able to sign). See PRIZE REDEMPTION PROCESS section below for additional information on how to redeem the Prize.

The Prize consists only of the elements expressly set forth herein and in any applicable terms and conditions. Costs and expenses related to the Prize are the sole responsibility of the Winner unless explicitly provided otherwise herein or in the applicable terms and conditions.

Winners are solely responsible for the reporting and payment of any and all federal, state and local taxes as well as any other costs and expenses associated with acceptance and use of a Prize not specified herein as being awarded.

The value of each Prize set forth above represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. The Prize consists of only those items specifically listed as part of the Prize.

PRIZE WINNER NOTIFICATION PROCESS:

Prize Winners will be notified of their selection by Administrator via a "direct message" and a tag of their account in a new post upon conclusion of the Sweepstakes Period.

If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, such potential Winner may be disqualified and an alternate potential Winner may be randomly selected. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable or otherwise obscured from the intended recipient's notice as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account or phone, including voicemail.

PRIZE REDEMPTION PROCESS:

To claim their Prize, Winners must indicate to Administrator their acceptance of the Prize pursuant to directions provided in the direct message sent to them.

PRIVACY STATEMENT:

Entrants' personal information will be utilized by the Administrator and Sponsor for fulfillment of the Prize and to comply with legal requirements.

By entering this Sweepstakes, Entrants accept and agree to abide by these terms of use. As a condition of entering the Sweepstakes, each Entrant gives consent for Administrator and Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information Entrant provides to Administrator or Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

OWNERSHIP AND LICENSE:

All Sweepstakes related materials, including submission entries ("Submission") becomes the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the Entrant, but entry into this Sweepstakes constitutes Entrant's irrevocable and perpetual

permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including, but not limited to, editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereafter invented, throughout the universe, for the duration or the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

Any use of any of the Sweepstakes Entities trademarks or copyright interest is strictly prohibited and may subject Entrant to civil and/or criminal liability.

PUBLICITY GRANT:

Except where prohibited by law, Winner grants Sponsor and the Sweepstakes Entities, and those authorized by Sponsor and the Sweepstakes Entities, the perpetual and irrevocable right and license to use his/her name, voice, photograph, visual and audio likeness, statements, biographical information, address (including city and state of residence) and any other information associated with his/her video for advertising, promotional and/or publicity purposes, on a worldwide basis, and in all forms of media now known or hereafter invented or discovered (including, without limitation, on the Sponsor's web sites), in perpetuity, without further compensation, notice, review or approval except of the awarding of the Prize to the Winner.

NO WARRANTIES:

ALL PRIZES ARE PROVIDED "AS IS" AND "with all faults." SWEEPSTAKES ENTITIES make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any prize, or any portion thereof, including, without limitation, its quality, merchantability or fitness for a particular purpose. Any and all warranties for a prize, or any portion thereof, are contained in the manufacturers' or service providers' warranties, as relevant.

All trademarks utilized as part of the Sweepstakes or the Prize are the property of their respective owners. The use of certain companies' products and services as prizes does not imply participation in, approval of, or endorsement of this Sweepstakes by such companies. References to individuals are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION:

By entering, ALL Entrants IN THE SWEEPSTAKES, ENTRANT's HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL SUCCESSORS AND/OR ASSIGNS release and agree to defend, indemnify and hold harmless the SPONSOR AND ALL SWEEPSTAKES ENTITIES from and against any and all claims, demands, losses and causes of action for any DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL, punitive, AND INCIDENTAL DAMAGES), liability, loss, cost, fees (including attorneys' fees), including, without limitation, damage to PERSON (INCLUDING DEATH) OR personal or real property, due, in whole or in part, directly or indirectly, by reason of THE acceptance, possession, REDEMPTION, MISDIRECTION, use or misuse of ANY prize OR ANY PORTION OF ANY PRIZE (including any activity OR TRAVEL related thereto) or participation in the SWEEPSTAKES and the ACTIVITIES OR FOR ANY And all claims based on rights of publicity and rights of privacy WHETHER any of these things are CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF THE SPONSOR AND/OR THE SWEEPSTAKES ENTITIES.

DISCLAIMERS / LIMITATIONS ON LIABILITY:

By ENTERING, ALL ENTRANTS IN THE SWEEPSTAKES agree that THE SWEEPSTAKES ENTITIES assume no liability whatsoever for injuries or damages of any kind sustained in connection

with THE use, acceptance, possession or awarding of ANY PRIZE or while preparing for, participating in and/or traveling to or from any SWEEPSTAKES-related activity, including, without limitation, any injury, damage, death, loss OR accident to person or property due to an intentional act, an act of negligence or default and/or any act of God.

By entering the Sweepstakes, Entrants agree to waive any right to claim ambiguity with the Official Rules.

The Sweepstakes Entities are not responsible for human errors or for any damaged, tampered with, delayed, illegible, incomplete, inaccurate, garbled, late, lost, forged, misaddressed, misdirected, mutilated, mass machine-generated, unintelligible, incomprehensible, stolen entries or entries otherwise not in compliance with these Official Rules. In addition, Sweepstakes Entities are not responsible for any typographical errors in these Official Rules, Sweepstakes content or any advertising materials for the Sweepstakes, or for any kind of computer, electronic, hardware, software, Internet, network, technical or telephone failures and/or problems caused by the Sponsor and/or the Sweepstakes Entities or the user, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, typographical, electronic, network or other error that may occur in receiving and/or processing of the entries in the Sweepstakes, or by infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failure.

If the Sweepstakes becomes compromised, hampered, interrupted, not capable of running as planned, rendered impossible of performance in any way or prevented, including, without limitation, because of any kind of computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone failures, tampering, unauthorized intervention, fraud, an event of force majeure or any other cause created by Sponsor and/or the Sweepstakes Entities, the user or by any of the equipment or programming associated with or utilized in the Sweepstakes, Sponsor and Administrator reserve the right, at their sole discretion, to change the Official Rules, to cancel, modify, suspend or withdraw the Sweepstakes or any Sweepstakes offer and/or cancel, modify, suspend or withdraw any method of entry, without notice, and select Prize winners from all entries received for the Sweepstakes prior to or after the cancellation, modification, suspension or withdrawal. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God; an act of terrorism, war, riot or civil commotion, fire, casualties, equipment failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union), labor or material shortage, transportation interruption of any kind, an act, regulation, order or request of or by any federal, state or local authority or quasi-governmental entity (whether or not the act, regulation, order or request proves to be invalid); or any other similar or dissimilar act beyond the Sponsor's or Administrator's control.

GENERAL CONDITIONS OF ENTRY:

All Entrants, as a condition of entry, agree that they have not purchased any kind of Internet service whatsoever in order to participate in and/or enter the Sweepstakes. Entrants agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from utilizing the Sweepstakes.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE OR CELLULAR SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES OR CAMPAIGN VIOLATES CRIMINAL AND/OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR AND/OR ADMINISTRATOR MAY, AT THEIR SOLE AND REASONABLE DISCRETION, DISQUALIFY ANY AND ALL ENTRANTS MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.

GOVERNING LAW:

The parties agree that the Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the 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.

DISPUTE RESOLUTION:

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor and Administrator shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor and/or Administrator agree to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

LIMITATION OF LIABILITY:

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

MISCELLANEOUS:

The invalidity or unenforceability of any provision of these Official Rules or the Certificate/Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Certificate/Release is determined to be invalid or otherwise unenforceable or illegal,

the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's or Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's and/or Administrator's sole and absolute discretion.

NAMES OF SWEEPSTAKES WINNERS:

For the purposes of this section, "Sweepstakes" shall mean all sweepstakes administered by Quincy Jones Productions, Inc. To receive the names of the winners, send a stamped self-addressed envelope to: "Sweepstakes Winners List", QJP, 340 S LEMON AVE #6858, WALNUT, CA 91789, UNITED STATES within sixty (60) days of expiration of the Sweepstakes Period. Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request. You may only request one Sweepstakes per request.

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