

THE WAR AND TREATY – PLUS ONE VALENTINE’S DATE GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

1. **SPONSOR:** UMG Nashville, a division of UMG Recordings, Inc., 222 2nd Ave. South, Suite 2200, Nashville, TN 37201, referred to hereafter as the “**Sponsor**”.
2. **SWEEPSTAKES ENTRY PERIOD:** The War And Treaty Plus One Valentine’s Date Giveaway (referred hereafter as the “**Sweepstakes**”) begins at 12:00:00 P.M. Central Time (“**CT**”) on January 17, 2024 and ends at 11:59:59 A.M. CT on February 7, 2024 (“**Entry Period**”).
3. **ELIGIBILITY:** Sweepstakes is open to any person who has reached the age of eighteen (18) years or older in the state, where they reside, who at time of entry is a legal resident of the following “**Territory**”: the fifty (50) United States, including the District of Columbia (each an “**Entrant**”). Residents of any territory not mentioned herein shall not be eligible to enter or win and the Sweepstakes is void where prohibited by law. Employees of the Sponsor, The War And Treaty (“**Artist**”), and their respective parent company, subsidiaries, affiliates, advertising and promotion agencies, and any other individual or company involved in the development or execution of the Sweepstakes (collectively the “**Associated Parties**”) and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

By participating in the Sweepstakes, every Entrant confirms that they have read and agree to comply with these Terms and Conditions (“**Rules**”), Sponsor’s terms of use, located at:

<https://privacypolicy.umusic.com/terms/> and all other Sweepstakes requirements.

4. **HOW TO ENTER:** You may enter the Sweepstakes in one (1) of three (3) ways by visiting (“**Website**”) <https://umgn.us/PlusOneValentinesDateGiveaway> and i) following all onscreen instructions to follow The War And Treaty and pre-save ‘Plus One’ to your playlist via Spotify music service (“**Service Provider 1**”). After clicking “Pre-save on Spotify” and following the onscreen instructions by providing your first name, last name, email address, country and clicking “Submit,” you are officially entered into the pool of eligible entries (“**Spotify Entry**”); or ii) you may enter by following The War And Treaty and pre-adding ‘Plus One’ to your playlist via Apple music service (“**Service Provider 2**”). After clicking “Pre-add on Apple Music” and following the onscreen instructions by providing your first name, last name, email address, country and clicking “Submit,” you are officially entered into the pool of eligible entries (“**Apple Music Entry**”), or iii) you may also enter by clicking “No thanks, I just want to enter the Giveaway” and following the onscreen instructions by providing your first name, last name, email address, country and clicking “Submit”. After clicking “Submit,” you are officially entered into the pool of eligible entries (“**Online Entry**”). If you do not have a Spotify account, you may visit www.spotify.com and create an account for free and sign into your newly created Service Provider 1 account to enter. If you do not have an Apple Music account, you may visit www.apple.com and create an account for free and sign into your newly created Service Provider 2 account to enter. To obtain up to three (3) bonus Entries, you may follow all onscreen entry instructions to sign up to receive SMS updates from The War And Treaty by checking the appropriate sign up box and/or sign up to receive email updates from The War And Treaty by checking the appropriate sign up box and/or sign up to receive email updates from UMGN by checking the appropriate sign up box. Once properly checked and submitted, the information you supplied via your Entry will be collectively considered and referred to herein as your “**Bonus Entries**”.

To be eligible for the random drawing, all Entries must be received by 11:59:59 AM CT on February 7, 2024.

Limit: Four (4) Entries per person regardless of Entry method. Multiple Entrants are not permitted to use

the same Service Provider account or email account. All Entries, requests and/or materials submitted become the property of Sponsor and will not be returned or acknowledged.

All Entries submitted in accordance with these Rules shall be hereinafter referred to as “**Eligible Entries**”. All Eligible Entries become the property of Sponsor and will not be acknowledged or returned. Hereafter, your Service Provider account or email account will be referred to “**Account.**” Normal Internet access and data usage charges imposed by your online service provider will apply.

Sponsor may, in its sole discretion, disqualify any Entry that Sponsor deems to be in violation of these Rules at any time. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person whose name appears on or who was assigned the Account. Entries by any method other than set forth in the “how to enter” section are void. Any use of automated or programmed methods of spamming Entry is prohibited. Neither the Sponsor, Associated Parties, nor any of its officers, directors, shareholders, employees, agents, Artists or representatives of the Sponsor or Associated Parties (individually a “Released Party” and collectively the “**Released Parties**”) are responsible for Entries from persons residing, or physically located, outside any eligible Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone or computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant's Account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Released Parties.

Winner may be required to show proof of being the authorized account holder of the Account associated with the Entry. Any Entrant who attempts to enter with multiple Accounts or under multiple identities will be disqualified. Sponsor is not obligated to communicate with any Entrant during the duration of the Sweepstakes. Sweepstakes is subject to all applicable federal, state, local laws and regulations.

- 4. WINNER SELECTION & WINNER NOTIFICATION PROCESS:** One (1) prize winner will be selected at random by Sponsor. Sweepstakes will be executed/conducted using a computer process that produces verifiably random results. Sweepstakes will be conducted on or about 12:00:00 P.M. CT on or about February 10, 2024 at the offices of the Sponsor. An email prize notification will be sent to potential winner by February 11, 2024 based on the information provided by participant upon Entry. Potential winner may be required to execute and return an Affidavit of Eligibility / Liability / Publicity Release (“**Affidavit/Release**”) as determined by the Sponsor or Sponsor’s agent (unless prohibited by law) within forty-eight (48) hours of date and time specified on the prize notification or they will be disqualified, and an alternate winner may be selected in Sponsor’s sole discretion. If a potential winner fails to respond to the prize notification sent to them by email within forty-eight (48) hours of transmission, or if prize notification email is returned as undeliverable; or if a potential winner has failed to execute and return the Affidavit/Release, if any, or fails to return any required document within the specified time period; or if any potential winner is otherwise found to be ineligible; or if a potential winner cannot accept or receive the prize for any reason; or if any prize is returned undeliverable, the potential winner will forfeit all rights to prize and an alternate winner may be selected from all non-winning Eligible Entries. A selected alternate winner will be notified and be bound by the same conditions and timelines as stated in these Rules. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Should a winner be found to have made any false statement(s) in the Affidavit/Release or any required document, that winner will be disqualified, and no prize shall be awarded to that Entrant or (if the prize has already been awarded) the Entrant shall be required to promptly return to Sponsor their prize. The Sponsor reserves the right to investigate winner to determine if they have been truthful, and

to disqualify them if the Rules requirements were not met. Except where prohibited by law, entry and acceptance of prize constitutes permission for Sponsor and/or any third party associated with the Sweepstakes to use winner's first name, last name initial, city and country for fulfilling any winner's list requirements as required by promotion law.

Except where prohibited by law, entry and acceptance of prize constitutes permission for Sponsor and their respective agents to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

- 5. PRIZE & CORRESPONDING APPROXIMATE RETAIL VALUE ("ARV"):** One (1) prize ("**Prize**") winner will receive: One (1) home date night gift set. ARV of Prize: \$130.96. Any gratuities, incidentals, upgrades, service charges or any other expenses not specified herein are not included and are Prize winner's sole responsibility. If the actual value of Prize is lower than the stated ARV when prize is procured and fulfilled, the difference will not be awarded. No substitution of Prize (or portion of Prize) offered, no transfer of Prize to a third party is permitted and no portion of Prize may not be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute Prize or a portion of the Prize for a prize of comparable or greater value. All fees, federal, state, and/or other expenses relating to the use, acceptance and possession of Prize are the sole responsibility of winner. Certain restrictions may apply. If Prize is forfeited prior to Sponsor finalizing and paying for all portions of the Prize, and sufficient time exists to select an alternate winner, the Prize may be awarded to an alternate winner from all non-winning eligible entries. Arrangements for the fulfillment of Prize will be made by Sponsor and/or its designated agents. Allow four (4) to six (6) weeks for delivery of Prize.

Entrants acknowledge that the Sponsor and Associated Parties do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the Prize except that any merchandise portion of prize shall be subject to any applicable manufacturer's standard warranties (if any).

- 6. ODDS:** Odds of winning Prize depend on the number of eligible Entries received during the Sweepstakes Entry Period.
- 7. CONSENT AND RELEASE:** In all applicable territories to the fullest extent possible in law, Entrants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), release, defend and hold harmless the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from participant's participation, acceptance and use or misuse of prize or any portion of Prize, including property damage, personal injury or death.

In all applicable territories, Sponsor is not responsible for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award any prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, pandemic, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. This Sweepstakes shall be governed by and interpreted under the laws of Tennessee, without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually,

without resort to any form of class action or mandatory local law provisions outside of Tennessee law provisions as per the stated governing law may apply.

By participating in this Sweepstakes, each Entrant located in the United States waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

In all applicable territories, ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

8. **PERSONAL INFORMATION & PRIVACY:** Any personal information provided hereunder will be subject to Sponsor's privacy policy at <https://privacy.umusic.com> ("**Privacy Policy**"; note that Sponsor is a "UMG Company" as referred to in the Privacy Policy). Sponsor will collect, process and use the data provided concerning the participant for purposes of management of the Sweepstakes; it is not possible for you to participate in the Sweepstakes without your personal data being processed in this way.
9. **DISCLAIMERS:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the internet or at any web site or any combination thereof; (ii) any injury or damage to participant's or any other person's computer related to or resulting from participating in the Sweepstakes, or (iii) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes. By participating in the Sweepstakes Entrants: (i) agree to be bound by these Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Rules may result in disqualification from the Sweepstakes. In its absolute discretion, the Sponsor reserves the right to: permanently disqualify any person it believes has intentionally violated these Rules; and terminate the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to select winner from among all eligible entries received prior to termination. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
10. **WINNER LIST:** For the results of the Sweepstakes, send a self-addressed, stamped envelope postmarked <mailto:>by February 10, 2024 to "Plus One Valentines Date Giveaway" c/o UMG Nashville, 222 2nd Ave. South, Suite 2200, Nashville, TN 37201. Washington and Vermont residents may omit return postage.

This Sweepstakes is not promoted, endorsed, or administered by Spotify or Apple Music nor is Spotify or Apple Music associated with the Sweepstakes in any way. You understand that you are providing information to Sponsor. Any questions, comments or complaints regarding the Sweepstakes must be directed to Sponsor at the aforementioned address. The information you provide will only be used for a manner consistent with these Rules and with the Sponsor's Privacy Policy.