

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.**

**Promoter:** Bravado International Group Merchandising Services, Inc. 1755 Broadway, 2nd Floor, New York, NY 10019 U.S.A. ("**Promoter**"). Promoter's decisions are final and binding in all matters relating to the The Beatles Crocs Giveaway; referred hereafter as the "**Prize Draw**".

**Prize Draw Entry Period:** Prize Draw begins at 9:00:00 A.M. Mountain Standard Time ("MST") on 28 day of January 2025 and ends at 8:59:59 P.M. MST on 25 day of February 2025 ("**Prize Draw Entry Period**").

**Eligibility:** Prize Draw is open to any person who has reached the age of eighteen (18) years or older in the state, province or territory where they reside and who at time of entry is a legal resident of Canada (except residents of the province of Quebec), United Kingdom or the 50 United States (including the District of Columbia), collectively the "**Territory**". Void in the province of Quebec and where prohibited by law. Employees of the Promoter, The Beatles ("**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 Prize Draw (collectively the "**Released Parties**") and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Prize Draw is subject to all applicable federal, territorial, and local laws and regulations.

**To Enter:** Access to the internet is required to enter this Prize Draw. Visit <https://usastore.thebeatles.com/pages/crocs-giveaway> ("**Website**") during the Prize Draw Entry Period and follow all onscreen entry instructions to enter your email address, country and click "Submit". Once properly submitted, the actions you completed will be considered and referred to herein as your "**Entry**."

**Limit:** One (1)Entry per person. Multiple entrants are not permitted to use the same email account ("**Account**"). All Entries submitted become the property of Promoter and will not be returned or acknowledged.

Only complete and valid entries as determined by the Promoter will be eligible for the prize. By participating in the Prize Draw, each Entrant is confirming that they have read and agree to comply with these terms and conditions ("**Rules**"), Promoter's terms of use, located at <http://privacypolicy.umusic.com/terms/> and all other Prize Draw requirements.

Normal Internet access and data usage charges imposed by your carrier or online service will apply. By submitting an Entry, you hereby agree to hold Released Parties and their respective affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the Entry. By submitting an Entry, entrant hereby warrants and represents they have not violated any of the requirements for Entries as stated in these Rules.

To qualify for the Prize Draw, your Entry must be received by 8:59:59 P.M. MST on 25 day of February 2025. Once you submit an Entry, your submission is considered final and may not be modified or edited. Entries that do not include all required information and do not adhere to these Rules will be considered void.

Entries are subject to all notices posted online including Promoter's privacy policy. Promoter is not responsible for any typographical, printing, or other errors; or for Entries that are late, lost, incomplete,

contain inaccurate Entry information, misdirected (whether by human or technical error), stolen, garbled, undelivered, delayed, damaged, and/or illegible or any combination thereof.

**Winner Selection:** Five (5) prize winners will be selected at random by Promoter from among all eligible Entries received during the Prize Draw Entry Period. The Prize Draw will be conducted on or about 12:00:00 P.M. MST on 25 day of February 2025 at the offices of the Promoter: Bravado International Group Merchandising Services, Inc. 1755 Broadway, 2nd Floor, New York, NY 10019 U.S.A. whose decisions are final and binding. An email prize notification will be sent to potential winners' Account by the 26 day of February 2025 based on the information provided by participant on Entry and with respect to the U.K., potential winners will need to respond to Promoter within seven (7) days with their physical mailing address. Except for any potential winner from the U.K., all other potential winners may be required to execute and return a Declaration or Affidavit of Eligibility, Liability and Publicity ("**Affidavit/Release**") as determined by the Promoter or Promoter's agent and, unless prohibited by law, within seven (7) days of date and time specified on the prize notification or they will be disqualified, and an alternate winner will be selected. If a potential winner is a resident of Canada, they must correctly answer, without assistance of any kind, a time-limited mathematical skill testing question administered at a mutually agreeable time by telephone or email. If any winner fails to respond to the prize notification sent to them by email within seven (7) days of transmission or if the Declaration or Affidavit/Release (if winner is not from the U.K.), or if prize notification email is returned as undeliverable; or if a potential winner has failed to execute and return the Declaration or Affidavit/Release (if winner is not from the U.K.) or any required document within the specified time period; or if potential winner is otherwise found to be ineligible; or if the selected potential winner cannot accept or receive the prize for any reason; or if the prize is returned undeliverable; or if the mathematical skill testing question (if applicable) is answered incorrectly, the potential winner will forfeit the prize and an alternate winner may be selected from all non-winning eligible Entries in Promoter's sole discretion. The alternate winner, if any, will be notified and be bound by the same conditions and timelines as stated in these Rules. The Promoter reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Should any winner be found to have made any false statement(s) in the Declaration or Affidavit/Release (if winner is not from the U.K.) or any required document, that winner will be disqualified and required to promptly return to Promoter their prize. Except where prohibited by law in the U.K. or any other eligible state, province or territory stated in these Rules, entry and acceptance of prize constitutes permission for Promoter and/or any third party associated with the Prize Draw to use each winner's first name, last name initial, city or province and country for fulfilling any winner's list requirements as required by U.S. promotion law.

**Prize & Approximate Retail Value ("ARV"):** Five (5) prize winners will each receive winner's choice of one (1) The Beatles X Crocs clog (either the Classic Clog or the Yellow Submarine Classic Clog) and winner's choice of one (1) Yellow Submarine jibbitz (either the jibbitz or the window jibbitz). Total ARV of each prize: \$89.98 USD. Total ARV of all prizes: \$449.90 USD. All prize values are in U.S. dollars. Prizes are not redeemable for cash. Prizes are non-assignable and non-transferable. All prize depictions are for illustrative purposes only. No substitutions are permitted except by the Promoter who reserves the right to award another prize or portion of prize for one of comparable or greater value if the prize or portion of prize is unavailable. If applicable, any winner from the United States will be responsible for any federal, territorial, local sales and income taxes or other expenses relating to the use, acceptance, and possession of prize. Entrants acknowledge that the Promoter and all other businesses concerned with this Prize Draw and their agents 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 a prize except that each merchandise prize shall be subject to any

applicable manufacturer's standard warranties. Prizes will be awarded "AS IS". Prizes will be delivered to any winner in the U.K. within thirty (30) days from Prize Draw's closing date. Prizes for winners outside the U.K. will be shipped four (4) to six (6) weeks after winner verification.

**Odds:** Odds of winning depend on the number of eligible Entries received during the Prize Draw Entry Period.

**Consent and Release:** In all applicable territories except the U.K., 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 the U.K., Promoter will not in any circumstances be liable to compensate the winner or accept any liability for any loss, damage, disappointment, or injury occurring as a result of entering the Prize Draw or taking up the prize. Nothing in these Rules shall limit in any way any party's liability under U.K. law for death or personal injury caused by its negligence. Nothing in these terms and conditions shall affect your statutory rights.

In all applicable territories, Promoter is not responsible for any suspension of the Prize Draw or inability to implement the Prize Draw or award the 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 Prize Draw shall be governed by and interpreted under the laws of the United States, without regard to its conflicts of law provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, shall be resolved individually, without resort to any form of class action or mandatory local law provisions outside of New York, NY U.S.A. law provisions as per the stated governing law may apply. This choice of law does not deprive Entrants of the protection afforded to them under their own laws and such provisions that cannot be derogated from by agreement by virtue of the law of the Entrant's own jurisdiction.

By participating in this Prize Draw, 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 except the U.K., ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PRIZE DRAW. 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.

**Personal Information & Privacy:** Any personal information provided hereunder will be subject to Promoter's privacy policy at <https://privacy.umusic.com> ("**Privacy Policy**"; note that Promoter is a "UMG Company" as referred to in the Privacy Policy). Promoter will collect, process and use the data provided concerning the Participant and transfer such personal data to the United States for purposes of management of the Prize Draw; it is not possible for you to participate in the Prize Draw without your personal data being processed in this way.

**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 Promoter 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 Promoter 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 Prize Draw, or (iii) the failure of any third party to comply with the instructions and proper administration of this Prize Draw. By participating in the Prize Draw entrants: (i) agree to be bound by these Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Promoter and the independent judging organization, which are final and binding in all matters relating to the Prize Draw. Failure to comply with these Rules may result in disqualification from the Prize Draw. In its absolute discretion, the Promoter reserves the right to: permanently disqualify any person it believes has intentionally violated these Rules; and terminate the Prize Draw if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Prize Draw), 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 PRIZE DRAW IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Winners List:** For the results of the Prize Draw (available after 20 day of December) send an email to [TheBeatles@UMGStores.com](mailto:TheBeatles@UMGStores.com) by 25 day of February 2025 with "The Beatles Crocs Giveaway Giveaway winners" on the subject line of the email.

**Severability:** If any provision or part-provision of these terms and conditions is held by any court to be invalid, illegal, or unenforceable, it shall be struck out but shall not affect the validity or enforceability of any and all remaining provisions.

**FAIR PROCESSING NOTICE FOR ENTRANTS LOCATED IN THE EUROPEAN ECONOMIC AREA:**

For the purposes of applicable data protection laws, Promoter is the data controller in respect of any personal information processed in connection with the Prize Draw.

Information collected from entrants is subject to Promoter's Privacy Policy at <https://privacy.umusic.com> and applicable data protection laws.

Promoter will process any personal information collected in connection with the Prize Draw for the purposes set out in these Rules (including the management of the Prize Draw) and Promoter's Privacy Policy at <https://privacy.umusic.com> and in connection with any future offer any entrant has expressly opted-in to receive, if any. Promoter will only undertake further processing where Promoter has

obtained the relevant entrant's consent or has another lawful basis to undertake such further processing.

It is necessary for Promoter to use each entrant's personal information for the above purposes in order to perform its obligations to each entrant in relation to the administration of the Prize Draw or it is in Promoter's legitimate interest to use each entrant's personal information in the ways described in these Rules in order to ensure the proper administration of the Prize Draw and for the other purposes described.

Promoter will only share each entrant's personal information with Promoter's group companies, affiliates and suppliers who are assisting Promoter in relation to the above purposes, with any third parties, if applicable, specified in Promoter's Privacy Policy and as otherwise required by applicable law.

Promoter (and its group companies, affiliates and suppliers) are located in the United States of America and therefore by entering the Prize Draw each entrant acknowledges that his or her personal information will be transferred and processed by Promoter and Promoter's group companies, affiliates and suppliers outside the European Economic Area. Promoter will take reasonable steps to ensure the security of each entrant's personal information in accordance with applicable data protection laws.

Entrants in the European Economic Area have certain rights in relation to Promoter's processing of their personal information including rights of access, rectification and erasure, a right to restrict processing, a right to data portability and the right to object to certain types of processing (including in relation to direct marketing). If any entrant has a concern about any aspect of Promoter's privacy practices, including the way Promoter has handled the entrant's personal information, the entrant should contact Promoter using the contact details in the "Contact" section above. Entrants can also report any issues or concerns to their local supervisory authority. A list of contact details for all EU supervisory authorities can be found at: [http://ec.europa.eu/justice/dataprotection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/dataprotection/bodies/authorities/index_en.htm) .

For more information about Promoter's processing activities and how to exercise data subject rights, including to opt out of the Prize Draw and any electronic marketing, if any, please see Promoter's Privacy Policy at <https://privacy.umusic.com> .