

**“12 Drummers Drumming Donor Appreciation Sweepstakes”
OFFICIAL RULES**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS PROMOTION IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW.

SPONSOR: Raven Drum Foundation, 1334 Park View Avenue, Suite 350, Manhattan Beach, CA 90266

DATES: The “12 Drummers Drumming Donor Appreciation” Sweepstakes (the “Sweepstakes”) begins at 6:00 a.m. Pacific Standard Time (“PST”) on February 22, 2022 and ends either (a) when a total of fifty thousand dollars (\$50,000) in donation is reached; or (b) at 11:59 p.m. PST on November 11, 2022, whichever comes first (the “Sweepstakes Period”). For purposes of these Official Rules, all times are given in PST. The date and time stamp from the Website (defined below) and date and time stamp from any envelope submitted will be the official time keeping devices for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to permanent legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (or the age of majority in their respective jurisdiction of residence) at the time of entry (each, an “Entrant”). The Entrants who are selected as the potential grand prize winner (the “Grand Prize Winner”) and potential first prize winner (the “First Prize Winner”) must each have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the respective prize. Valid social security numbers will be determined by Internal Revenue Service (“IRS”) requirements as further defined in the “PRIZE CLAIMS” section of these Official Rules. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Sponsor, and each of their respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including but not limited to National Sweepstakes Company, LLC (the “Independent Administrator”) (all of the aforementioned collectively referred to as the “Sweepstakes Entities”), are not eligible to participate. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void outside the fifty (50) United States and the District of Columbia, and wherever else restricted or prohibited by law. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: There are two (2) ways to receive entries into the Sweepstakes; (a) via charitable donation (“Donation”), whereby all of the funds raised will be distributed to the Raven Drum Foundation (the “Charity”); or (b) without making a Donation (the “Alternate Method of Entry” or “AMOE”). Entrants may enter via either of the entry methods listed below. Regardless

of the entry method(s) used to obtain entry into this Sweepstakes, there is a total limit of two thousand (2000) entries per person for the entire Sweepstakes Period.

1. **Donation:** To enter the Sweepstakes by making a Donation, Entrants must donate a minimum of one hundred dollars (\$100). Entrants will receive one hundred (100) entries for every one-hundred dollars (\$100) donated. There are three (3) ways to make a Donation:
 - a. **Website:** visit www.ravendrumfoundation.org (the “Website”) and click the “Donate” button. Then, when prompted make a Donation by choosing a Donation denomination of one hundred dollars (\$100) or more and following the instructions provided.
 - b. **Text:** Text “Raven Drum” to 202-858-1233 and follow the prompts to make a Donation of one hundred dollars (\$100) or more (standard text and data rates may apply). Entrants will receive one hundred (100) entries for every one-hundred dollars (\$100) donated.
 - c. **Mail:** Send a check in a denomination of one hundred dollars (\$100) or more, made payable to “Raven Drum Foundation” and mail the check to: “Raven Drum Foundation, 1334 Park View Avenue, Suite 350, Manhattan Beach, CA 90266”. Donations sent by mail must be postmarked by November 11, 2022 and received by November 18, 2022 to be eligible*.

Sponsor makes no representation, warranty or guarantee of any kind that persons participating via Donation will be eligible to receive any tax deduction or other charitable benefit in conjunction therewith. The availability of any such charitable benefit is a matter solely between Entrant and Charity . Entrants are thereby cautioned to consult with their accountant or other tax professional BEFORE seeking to claim any charitable benefit relative to Sweepstakes participation.

2. **Alternate Method of Entry (AMOE):** To enter the Sweepstakes without making a Donation, Entrants may enter for free, by mail as follows: On a 3” x 5” card, legibly handprint or type your first name, last name, address, city, state, zip code, telephone number (including area code), date of birth and email address. Then, mail your completed 3” x 5” card to: “12 Drummers Drumming Donor Appreciation” Sweepstakes, PO Box 427, Newark, NY 14513. Mail entries must be postmarked by November 11, 2022 and received by November 18, 2022 to be eligible. Each envelope is considered one hundred (100) entries. Entrants may submit a maximum of twenty (20) individual envelopes to receive the maximum entry limit of two thousand (2,000) entries via the AMOE entry method.

***Important: If the Sweepstakes ends prior to November 11, 2022, Sponsor will provide notice at the Website. Entrants wishing to enter via the AMOE or make donations by mail are encouraged to visit the Website for this status update prior to sending an AMOE or mailed donation.**

Multiple entries submitted by a single Entrant in the same envelope or exceeding the entry limit above will not be considered eligible. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Sponsor will not verify receipt

of entries for Entries. All entries submitted by mail become the sole property of the Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged mailed entries.

In the event an Entrant enters the Sweepstakes via a combination of Donation and the AMOE, the maximum number of entries he/she will be allowed is two thousand (2,000), even if the total number of entries submitted exceeds two thousand (2,000). In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the email account from which the Donation or AMOE was sent. “Authorized Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant’s entries and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification. The Sweepstakes Entities are not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, or otherwise. Late entries or entries sent via any other method than those stated above will not be accepted.

WINNING/NOTIFICATION: On or before November 25, 2022, one (1) Grand Prize Winner, one (1) First Prize winner, one (1) second prize winner (the “Second Prize Winner”), and one (1) third prize winner (the “Third Prize Winner”) will be selected from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. Odds of being selected as a prizes winner re dependent upon the total number of entries received during the Sweepstakes Period. The potential Grand Prize Winner and First Prize Winner will be notified by the Independent administrator via email within one (1) to three (3) business days from the date in which the random drawing takes place. Grand Prize Winner and First Prize winner will be required to complete the prize claims and verification process as further described in the “PRIZE CLAIMS” section below. Independent Administrator will only make two (2) attempts to reach the potential Grand Prize Winner and First Prize Winner via email within a fourteen (14) day time period. In the event the Independent Administrator cannot reach the potential Grand Prize Winner or First Prize Winner after two (2) attempts have been made, the original potential prize winner will be disqualified and an alternate Grand Prize Winner and/or First Prize Winner (selected randomly as outlined above) will be notified until one (1) Grand Prize Winner and one (1) First Prize Winner is confirmed. The

Second Prize Winner and Third Prize Winner will be notified upon receipt of his/her prize, which will be sent approximately four (4) to six (6) weeks or less from the random drawing date. The names of the prize winners may also be posted on Sponsor's website and/or social media accounts.

PRIZES: Four (4) prizes will be awarded in this Sweepstakes as outlined below. The total approximate retail value ("ARV") of all prizes to be awarded is: \$4,715.

1. **Grand Prize:** One (1) grand prize ("Grand Prize") of a Ludwig Musser Snare Drum, signed by Ringo Starr will be awarded. The ARV of the Grand Prize is \$2,640.
2. **First Prize:** One (1) first prize ("First Prize") of an Electric Guitar, signed by Bret Michaels will be awarded. The ARV of the First Prize is \$750.
3. **Second Prize:** One (1) second prize ("Second Prize") of a drum signed by Joey Kramer will be awarded. The ARV of the second prize is \$750.
4. **Third Prize:** One (1) third prize ("Third Prize") of a Drumhead and Stick, signed by Rick Allen of Def Leppard will be awarded. The ARV of the Third Prize is \$575.

The value associated with the Grand and First Prize is taxable as income and the respective prize winner is solely responsible for any taxes, including, but not limited to, all applicable federal, state and local taxes that become due with respect to the value of the prize. The Sponsor, or a third party acting on its behalf, may be required to report the value of the Grand Prize and First Prize to the Internal Revenue Service in the year the prize is received by the respective prize winner; and, in such case, the value of the prize will be reported to the prize winner and the Internal Revenue Service in the form of a Form 1099 and/or other applicable tax forms. **There is a limit of one (1) prize per person/household.** No transfer or substitution of the prizes is permitted, except at Sponsor's sole discretion or as otherwise provided herein. Except as otherwise set forth herein, all prizes will be awarded.

Names of prize manufacturers and talent are used solely for description of the prizes. No sponsorship, endorsement or authorization of prize manufacturers or talent are intended or implied by such use. Depictions of any part of the prizes in any advertising or promotional materials may not reflect the actual prizes awarded.

PRIZE CLAIMS: Except where prohibited, the potential Grand Prize Winner and First Prize winner will be required to complete, execute and return an Affidavit of Eligibility, Liability and Publicity Release (the "Release") and an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor (collectively, the "Required Documents") within seven (7) days or less from receipt of notification from the Independent Administrator by email. If the potential Grand Prize Winner or First Prize Winner fails to return the Required Documents within the time-period required, or if the email is returned as undeliverable, such potential prize winner forfeits his/her right to the prize and an alternate will be notified as outlined in the "WINNING/NOTIFICATION" section above, even if the disqualified potential prize winner's name may have been publicly announced. **Potential prize winners with prizes over \$600 must report income to the IRS. In the event it is deemed during the verification process that the potential Grand Prize Winner or First Prize Winner does not have a unique, personal and valid social security number for**

Sponsor to report the tax liability associated with acceptance of the prize, such potential prize winner will be disqualified and an alternate will be notified as outlined above. Valid social security numbers will be determined by IRS requirements. If it is determined by the Sponsor, in its sole discretion, that the potential Grand Prize Winner or First prize Winner is not eligible or otherwise not in compliance with these Official Rules, the potential prize winner forfeits his/her right to the prize and an alternate will be notified as outlined in the “WINNING/NOTIFICATION” section above, even if the disqualified potential prize winner’s name may have been publicly announced. In the event that the potential prize winner is disqualified for any reason, Sponsor/Independent Administrator shall have no liability or obligation to such individual.

GENERAL RULES OF PARTICIPATION: By participating in this Sweepstakes, Entrants and prize winners [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Official Rules and the decisions of the Sponsor/Independent Administrator, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or prize winner it believes has violated these Official Rules. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected prize winner(s) based on the entries received up to the cancellation, modification, termination, or suspension date. Notification of such action will be provided on the Website. To the fullest extent permitted by law, Entrants covenant not to sue any Sweepstakes Entity or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any releases. A waiver by one or more of the Sweepstakes Entities of any term in these Official Rules does not constitute a waiver of any other provision. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR’S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

NO LIABILITY: By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, and the Sweepstakes Entities, and each of their

respective officers, directors, employees, representatives and agents from and against any claims made by prize winner(s), Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of the prize; participation in any Sweepstakes-related activity; or participation in this Sweepstakes.

DISPUTES: Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

PRIVACY: The collection of personal information provided in connection with this Sweepstakes will be used in accordance with Sponsor's privacy policy. Entrants may view the Sponsor's privacy policy at any time by visiting: <https://ravendrumfoundation.org/privacy-policy/>

WINNER'S LIST REQUEST: For the name of the prize winners or a copy of these Official Rules, please submit a self-addressed, stamped envelope by December 31, 2022 to "12 Drummers Drumming Donor Appreciation Sweepstakes", PO Box 458, Newark, NY, 14513.

This Sweepstakes shall not be published without permission of the Sponsor.