

GIBSON USA 2015 LES PAUL 100TH BIRTHDAY BASH CONTEST OFFICIAL PROMOTION RULES

The Gibson USA 2015 Les Paul 100th Birthday Bash Contest ("**Promotion**") is open to anyone aged 18 or over who is resident in the United Kingdom and who purchases a new Gibson USA 2015 Model Year Electric Guitar, which includes the "Les Paul 100" signature on the headstock ("**Eligible Guitar**") on 9 June 2015, from an Authorised Dealer (see www.gibson.com/lespaul100 for details) either in person or online.

Each prize winner will receive a cash prize equivalent to the actual purchase price paid by the winner for the Eligible Guitar including VAT, but excluding any deliver and any accessories purchased with the Eligible Guitar.

To be eligible to win a prize: (a) entries must be completed and received by the Promoter in the format set out in paragraph 4 of these Official Promotion Rules; (b) the entrant must be the registered subscriber of the email account from which the entry is made; (c) entries to the Promotion may only be submitted by a single entrant; and (d) the entrant may not enter if they have returned, or received a refund for any portion of the purchase price for, the Eligible Guitar (but this will not affect the entrant's statutory rights in respect of the purchase). Each potential Winner may be required to sign and return an Eligibility, Liability and Publicity Release form within 10 days of notification by the Promoter.

The top 10% of all eligible entries, as determined by the judging process set out in paragraph 8 below, will be deemed the prize winners.

By submitting an entry to the Promotion, you will be deemed to accept these Official Promotion Rules and the Promoter's Privacy Policy (see www.gibson.com/lespaul100 for details), and agree that the Promoter's decision is final and binding in all matters relating to the Promotion.

The promoter of the Promotion is Gibson Brands, Inc., 309 Plus Park Blvd., Nashville, TN 37217 ("**Promoter**").

- 1. Prize information:** Each prize winner will receive a cash prize equivalent to the actual purchase price paid by the winner for the Eligible Guitar including any delivery, VAT and other taxes, and excluding any accessories purchased with the Eligible Guitar. The prize will be delivered to each winner by wire transfer. No substitution or transfer of prize will be accepted without the Promoter's approval or where required by law.
- 2. Promotion entry period:** The Promotion commences at 00:00:01 (GMT) on 9 June 2015 and ends at 23:59:59 (GMT) on 9 June 2015. All entries must be received by 23:59:59 (GMT) on 30 June 2015 (the "**Deadline**") to be eligible to win a prize.
- 3. Who can enter:** The Promotion is open to anyone who: (a) is a resident of the United Kingdom; (b) is aged 18 or over; and (c) purchases a new Gibson USA 2015 Model Year Electric Guitar which includes the "Les Paul 100" signature on the headstock ("**Guitar**") on 9 June 2015 (the date of Les Paul's birthday) from an Authorised Dealer either in person or online ("**Entrant**"). Purchases of any used, custom or Epiphone guitars are excluded from the Promotion. By participating in the Promotion, Entrants agree to be bound by these Official Promotion Rules and the Promoter's Privacy Policy.
- 4. How to enter:** To enter the Promotion, Entrants will be required to: (a) purchase an Eligible Guitar on 9 June 2015 (the date of Les Paul's birthday) from an Authorized Dealer, either in person or online; (b) complete the entry form on the Website by entering the required information; (c) submit via the Website the Entrant's proof of purchase of the Eligible Guitar (which must include, at a minimum, evidence of the purchase price paid for

the Eligible Guitar, the Eligible Guitar model and serial number and the Authorized Dealer from which the Eligible Guitar was purchased); and (d) submit a narrative of no more than 300 words describing why the Entrant likes the Eligible Guitar (understanding the judging criteria set out in paragraph 8) (the “**Narrative**”); in each case, before the Deadline. By entering into the Promotion, Entrants agree to be bound by these Official Promotion Rules.

5. **Eligibility:** To be eligible to win a prize: (a) entries must be completed and received by the Promoter in the format set out in paragraph 4 by the Deadline; (b) the Entrant must be the registered subscriber of the email account from which the entry is made. Each Winner may be required to provide the Promoter with proof that he/she is the registered account holder for the e-mail address associated with the potentially winning entry. If a dispute about the email address cannot be resolved to the Promoter's satisfaction, the Promoter may in its discretion deem the entry to be ineligible; (c) the Entrant may not enter if they have returned, or received a refund for any portion of the purchase price for, the Eligible Guitar (but this will not affect the Entrant's statutory rights in respect of the purchase). The Entrant may be required to submit additional documentation to verify their proof of purchase of the Eligible Guitar and that such Eligible Guitar has not been returned. Employees of the Promoter or their immediate families, or anyone whom has won a promotion sponsored by the Promoter in the preceding 12 months are not eligible to be entered into the Promotion. Immediate family includes parents, spouse, children, siblings, grandparents, step-parents, step-children, and step-siblings.
6. **Eligible entries:** Entries to the Promotion may only be submitted by a single Entrant. Group Entries will not be accepted. Only one (1) individual may be considered to have produced and submitted the Entry. Only one (1) e-mail account per Entrant will be eligible to win. Any Entrant found to use multiple accounts will be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or do not otherwise comply with the Official Promotion Rules may be disqualified from the Promotion at the Promoter's sole and absolute discretion.

If there is a dispute concerning who submitted an entry, the entry will be declared to have been made by the registered account holder of the e-mail address associated with the potentially winning Entrant, but only if that person meets all other eligibility criteria. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organisation (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

7. **Winners:** The top 10% of all eligible entries received before the Deadline, as determined by the judging process set out in paragraph 8, will be deemed the prize winners (the “**Winners**”). The odds of winning a prize are 1 in 10. Each potential Winner may be required to sign and return an Eligibility, Liability and Publicity Release form (“**Release Form**”) (See www.gibson.com/lespaul100 for details), which must be received by the Promoter within ten (10) days after the Release Form is emailed to Entrant. If any potential Winner fails or refuses to sign and return the Release Form within the time period required by the Promoter, or if the prize or prize notification is returned as rejected, faulty or unclaimed or is returned as undeliverable to the potential Winner, the potential Winner may be disqualified in the Promoter's sole discretion and another potential Winner may be selected. A potential Winner is not a confirmed winner until he/she has returned all required documentation and his/her eligibility has been verified by the Promoter. If any potential Winner is found to be ineligible, or if he/she has not complied with these Official Promotion Rules, or if the Potential Prize Winner

declines a prize prior to award, such potential Winner may be disqualified in the Promoter's sole discretion in which case the Promoter will select another potential Winner.

- 8. Determination of Winners:** The Winners will be selected by a panel comprising the Promoter's personnel and an independent panel member. The Winners will be selected in the panel's sole discretion, using the following criteria to judge the Narrative submitted as part of each entrant's entry into the Promotion: 33% originality, 33% humour and 34% most like how Les Paul would have replied to the question in paragraph 4 (the "**Criteria**"). If there is a tie between two Winners, the participant with the highest score for the "most like Les Paul" category will be deemed the potential Winner. The Promoter will have sole and absolute discretion over the application of the criteria in paragraph 4 and selection of the Winners. The Promoter's decisions as to the selection of the Winners will be final and binding.
- 9. Notification of Winners:** Winners will be notified by email on or before 27 July 2015 at 9:00 AM GMT. The prizes will be delivered to the Winners by wire transfer by 15 August 2015, subject to such Winner's compliance with these Official Promotion Rules and cooperation with any applicable verification requirements set out in paragraph 7. The Promoter will make two (2) attempts to notify each potential Winner. The potential Winner must respond within 24 hours of notification or the Winner will be disqualified, in which case that Winner will forfeit the prize and the Promoter will select another potential Winner.
- 10. Entrants' Narrative, image etc:** The Entry (including the Narrative) will not be returned to the Entrant. Each Entrant agrees that the Promoter has the unrestricted right to use, modify and distribute the Narrative for any purpose (including commercial purposes). Entrants represent and warrant that nothing contained in the Entry will infringe any personal rights (e.g., defamation, privacy, moral right, etc.) or any property rights (e.g., copyright or trademark etc.) of any person or entity and the use of the Entry will result in no third party liability or obligations.

By entering the Promotion, Entrants authorize the Promoter to use their name, voice, likeness, photograph, video, city / county of residence and Narrative and written or oral statements in promotional material without compensation. Entrants shall have no right of approval, no claim to compensation, and no claim (including claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alternation, or use of any Narrative, name, picture likeness or location (city or county). The rights granted under this paragraph shall extend to the Promoter and its affiliated companies with respect to all Entrants in the Promotion, including those Entrants who are selected as Winners and those Entrants who are not selected as Winners. The Promoter is under no obligation to use the winning Entries for any purpose.

- 11. Limitation of liability:** Except that the Promoter does not exclude or limit its liability for personal injury or death caused by its negligence or for fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded, neither the Promoter nor any of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Promotion nor any of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "**Released Parties**") accept any liability in relation to an entrant's participation (or inability to participate) in this Promotion to the maximum extent permitted by law. Except where due to the negligence, breach of these Rules or other default of a Released Party, the Released Parties are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Website or other sites, for problems uploading any Entries or downloading any Promotion-related materials from the

Website, or for late Entries not received within the stipulated date and time, lost, damaged, misdirected, incorrect, incomplete, delayed, garbled, stolen or inaccurate Entries or for any other problems or errors related to the Promotion.

- 12. Privacy.** By entering into the Promotion, each Entrant is providing his/her personal data (including name, address and email address) to the Promoter as data controller. Each Entrant accepts that the personal data which the Entrant provides will be used by the Promoter, its affiliates and their third party service providers for the purposes of contracting the Entrant about an entry and/or otherwise administering this Promotion. Each Entrant consents to the disclosure of their name and county on the Winner's list in the event that an Entrant is a Winner. Each Entrant consents to the transfer of their personal data to servers in the US. Except as set out in this paragraph 12, the Promoter will not disclose, sell or transfer any personal information about Entrants to any third party, unless required by law.
- 13. Request for Winners:** For the name of the Winners (name and county only) and/or a hard copy of the Official Promotion Rules, please send a self-addressed stamped envelope to:

GIBSON BRANDS, INC.
Attn: **2015 LES PAUL 100th BIRTHDAY BASH CONTEST**
309 PLUS PARK BLVD.
NASHVILLE, TN 37217

All requests for Official Promotion Rules must be made by the Deadline. The Winners list will be available until 15 October 2015.

- 14. Governing law:** The Promotion and these Official Promotion Rules are governed by the laws of Tennessee, USA, except to the extent that the laws of an entrant's local jurisdiction prevail.
- 15. Severability:** If any part of these Official Promotion Rules is found to be unenforceable as a matter of law, all other parts of the Official Promotion Rules will be unaffected and will remain in force.
- 16. General:** The Promoter's failure to enforce any term of these Official Promotion Rules will not constitute a waiver of that provision. Headings in these Official Promotion Rules are solely for convenience and will not be deemed to affect the interpretation of any of the terms. In the event there is a discrepancy or inconsistency between statements contained in any Promotion-related materials, privacy policy or terms of use on the Website and these Official Promotion Rules, these Official Promotion Rules shall prevail.
- 17. Contacting us:** Please submit any questions you have about these Official Promotion Rules or any problems concerning the Promotion by email to service.europe@gibson.com, by telephone at 00800-4GIBSON1 (00800-44427661) between the hours of 8:00-19:00 or write to us at: Gibson Europe BV Attn: Customer Service Kamerlingh Onnesweg 2 4131 PK Vianen The Netherlands