

GIBSON 2015 LES PAUL 100th BIRTHDAY BASH CONTEST OFFICIAL PROMOTION RULES

- 1. Entry Period:** The Gibson USA 2015 Les Paul 100th Birthday Bash Contest (the “Promotion”) commences at 12:00:01 am (PST) on June 9, 2015 and ends at 11:59:59 p.m. (PST) on June 30, 2015. All entries must be received by 11:59:59 (PST) on June 30, 2015 (the “Deadline”). Gibson Brands, Inc. (herein referred to as “Sponsor”), at its own discretion, may extend the period of time for the submittal of entries. Any extension of time for the submittal of entries will be posted on the Promotion webpage at www.gibson.com/lespaul100 (the “Website”).
- 2. Eligibility:** The Promotion is open to all legal residents of the United States, the District of Columbia and Canada (excluding Quebec), except where prohibited, who are above the age of 18 years old or the age of majority in the jurisdiction of residence at the time of entry, whichever is greater (“Entrant”). If you are under the age of 18 or the applicable age of majority in your jurisdiction of residence, then one of your parents or legal guardians must submit a signed, written statement that they have read, understood and agree to these Promotion rules with your entry, and that such agreement constitutes acceptance of these Promotion rules on behalf of you and themselves. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below by the Deadline. Employees of Sponsor or their immediate families, or anyone whom has won a promotion sponsored by Sponsor 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. By participating in the Promotion, Entrants agree to be bound by these Official Promotion Rules, release Sponsor and any affiliates against all claims, injuries, or damage arising out of any participation in these Promotion and redemption of the prize, and acknowledge compliance with these Official Promotion Rules.
- 3. Promotion Overview and Prize Information:** The top ten percent (10%) of all eligible entries received before the Deadline, as determined by the judging process set forth below, will be deemed the Potential Prize Winners (the “Winners”). Each Winner will receive a refund of such Winner’s actual purchase price paid by such Winner for the eligible Guitar (as defined below). Each Potential Prize Winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited), which must be received by Sponsor within ten (10) days after such Release is emailed to Entrant. If any Potential Prize Winner fails or refuses to sign and return such Release within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such Potential Prize Winner, such Potential Prize Winner may be disqualified and an alternate may be selected. A Potential Prize Winner is not a confirmed winner until he or she has returned all required documentation and his/her eligibility has been verified by Sponsor. Non-compliance shall result in disqualification and award of the prize to an alternate winner.

No substitution or transfer of prize will be accepted without Sponsor’s approval or where required by law. Sponsor may reward alternate prize of equal or greater value in its discretion. Winner will receive an IRS Form 1099-Misc form reflecting the value of the prize.

Total approximate average retail value of each prize: \$1,600. Total approximate retail value of all prizes will be determined by the number of entries received by the Deadline (i.e., 1,600 multiplied by the total number of Winners).

Odds of winning are 1 in 10.

- 4. How to Enter:** To enter the Promotion, Entrants will be required to (a) purchase a new Gibson USA 2015 Model Year Electric Guitar, which must include the “Les Paul 100” signature on the headstock (the “Guitar”) on the date of Les Paul’s birthday, June 9, 2015, from an authorized dealer / retailer (whether in person or online); (b) complete the entry form on the Website by entering the required information, (c) submit via the Website your proof of purchase of the Guitar (which must include, at a minimum, evidence of the purchase price paid for the Guitar, the Guitar model and serial number and the authorized dealer / retailer from which the Guitar was purchased) and (d) submit a narrative (the “Narrative”) of no more than 300 words describing why you like the Guitar (understanding the judging Criteria (as defined below)), in each case, before the Deadline. Purchases of used, custom or Epiphone guitars are expressly excluded from the Promotion. In order to be deemed a Winner, a Potential Prize Winner may not return, or receive a refund for any portion of the purchase price, for the Guitar and may be required to submit additional evidence or documentation that the Potential Prize Winner’s proof of purchase of the eligible Guitar and that such Guitar has not been returned. Entrant must be the registered subscriber of the email account from which the entry is made. Each Potential Prize Winner may be required to provide Sponsor with proof that he/she is the registered account holder for the e-mail address associated with the potentially winning entry. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible.

Entries 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 otherwise not in compliance with the Official Promotion Rules may be disqualified from the Promotion, at Sponsor’s sole and absolute discretion. All materials submitted as part of any entry, including, without limitation, the Narrative (the “Materials”), will not be returned. Each Entrant acknowledges and agrees that Sponsor is the sole owner of the Materials. Each Entrant hereby assigns, and will assign, to Sponsor the Materials, and all intellectual property rights and other rights therein and thereto. Each Entrant acknowledges that Sponsor has the unrestricted right to use the Materials, and the images related thereto, for any purpose (including any and all commercial purposes) with the right to modify the Materials and make derivative works thereof. Entrants represent and warrant that the Materials will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Promotion Rules or other instructions of Sponsor may be disqualified.

In the event of 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 or if that person is the approving parent or legal guardian of a minor participant who meets all of the 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 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. Any damage made to the Web Site will be the responsibility of the registered account holder of the e-mail address submitted at the time of entry

- 5. Determination of Winners:** The winners will be selected by a panel of Sponsor’s personnel, in such 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% humor and 34% most like Les Paul would have replied to such a question

(the “Criteria”). In the event of a tie, the participant with the highest score for “most like Les Paul” category will be deemed the potential winner. Sponsor will have complete discretion over interpretation of the Official Promotion Rules, of administration of the Promotion, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

Winner will be notified by email on or before July 27, 2015 at 9:00 AM PST. Prize will be delivered to the Winners by August 15, 2015, subject to such Winner’s compliance with these Official Promotion Rules and cooperation with any applicable verification requirements set forth herein. All entries must be received by the Deadline to be eligible to win a prize. In order to win, Potential Prize Winners who are residents of Canada must first correctly answer a time-limited mathematical skill-testing question to be administered by email.

Sponsor will make two (2) attempts to notify each potential Winner. Winner must respond within 24 hours of drawing or the prize winner will be disqualified, the prize will be forfeited, and an alternate potential winner may be selected.

The prize winners are solely responsible for all federal, state, and local taxes and other costs pertaining to the awarded prize.

If any Potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Promotion Rules, or if the Potential Prize Winner declines a prize for any reason prior to award, such Potential Prize Winner may be disqualified and an alternate Potential Prize Winner may be selected.

- 6. Technical Limitation of Liability:** To the extent permitted by applicable law, neither Sponsor 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”) (except where due to the negligence, breach of these Rules or other default of a Released Party) are 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 Promotion Site or other sites, for problems uploading any Entries or downloading any Promotion-related materials from the Promotion Site, 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.

By entering their name into the Promotion, Entrants agree to be bound by these Official Promotion Rules and to release and hold harmless the Released Parties from and against any and all claims or actions of any kind, whether under contract, tort, or any other legal theory, and agree to indemnify the Released Parties against any liability or expense arising in connection with the foregoing.

Except where prohibited by law, by entering the Promotion, Entrants hereby authorize Sponsor to use their voice, likeness, photograph, video, biographical data, and city and state of residence, submission/entry 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 without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alternation, or use in composite form of any Materials, your name, picture likeness, address (city and state) email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor 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. Sponsor is under no obligation to use the winning Entries for any purpose.

7. **Privacy.** As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. The personal information you submit will only be used to contact you in the event you win the Promotion or if there is a question or issue regarding your entry. We will not disclose, give, sell or transfer any personal information about you, unless required for law enforcement or by statute.
8. **Request for Winners:** For the name of the Winners and/or 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 October 15, 2015. Residents of WA and VT may omit return postage.

9. **Sponsor:** The Promotion is sponsored by **Gibson Brands, Inc.**, with a mailing address of: 309 Plus Park Blvd., Nashville, TN 37217.
10. **Disputes:** Except where prohibited, Entrant agrees that; (1) any dispute regarding this Promotion shall be resolved individually, without resort to a class action, and exclusively in Tennessee; (2) any claims, awards, judgments shall be limited to actual out of pocket costs incurred, but in no event, attorneys' fees; and (3) Entrant waives any punitive, incidental or consequential damages. The rules hereunder shall be interpreted under the laws of Tennessee, USA.
11. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Promotion Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Promotion Rules or the Affidavit 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 failure to enforce any term of these Official Promotion Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Promotion 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 Promotion-related materials, privacy policy or terms of use on the Web Site and/or the terms and conditions of the Official Promotion Rules, the Official Promotion Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

