Apple Music Super Bowl LVIII Halftime Show Sweepstakes Official Rules

NO PURCHASE, PAYMENT, OR SUBSCRIPTION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. SWEEPSTAKES DESCRIPTION: The Apple Music Super Bowl LVIII Halftime Show Sweepstakes (the "**Sweepstakes**") begins on Monday, November 27, 2023, at 7:00 am Pacific Time ("**PT**") and ends on Thursday, January 18, 2024, at 11:59:59 pm PT ("**Sweepstakes Period**"). The Sweepstakes Period consists of twenty-three (23) daily periods (each a "**Daily Period**"), as detailed in the Entry Chart in <u>Section 3</u>. The Sweepstakes will culminate with a random drawing to award one (1) Grand Prize from all eligible entries received throughout the Sweepstakes Period. The sponsor of this Sweepstakes is Apple Inc., One Apple Park Way, Cupertino, California 95014 ("**Sponsor**"). The administrator is Creative Zing Promotion Group, 2100 E Robinson Street, Orlando, FL 32803 ("**Administrator**"). The Sponsor and Administrator shall collectively be called the "**Sweepstakes Entities**". The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "**NFL Entities**") will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

2. ELIGIBILITY: Sweepstakes is open only to legal U.S. residents physically residing in the forty-eight (48) contiguous United States or the District of Columbia who are at least twenty-one (21) years of age at the time of entry and who meet all other requirements ("Entrant"). Employees of Sweepstakes Entities, NFL Entities, and each of their respective parents, affiliates, subsidiaries, agencies (including advertising and promotion agencies), shareholders, officers, directors, members, successors, agents, and assigns, together with the Immediate Family Members and/or Household Members of such persons, are not eligible to participate in the Sweepstakes or win a prize. For purposes of the Sweepstakes, "Employees" shall mean employees, officers, directors, agents and representatives; "Household Members" shall mean those people who share the same residence at least three months a year, whether or not related; "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Void in Alaska, Hawaii, and where restricted or prohibited by law.

3. HOW TO ENTER: Entrants can access Apple Music Radio by visiting <u>https://music.apple.com/us/radio</u> or by clicking the "Radio" icon in the Apple Music app. Apple Music Radio is available for free without a subscription. An Apple ID is required to access Apple Music Radio and can be obtained for free by visiting <u>https://appleid.apple.com/account</u> and following the on-screen instructions.

During each Daily Period, eligible Entrants must listen to Apple Music 1, Apple Music Hits, or Apple Music Country for the corresponding day's unique keyword (each a "**Keyword**"). The Keyword will be repeated several times throughout each Daily Period. Next, the eligible Entrant must submit the Keyword via one of the two (2) methods of entry outlined below to receive one (1) entry into the Sweepstakes for the corresponding Daily Period. LIMIT

ONE (1) ENTRY PER PERSON, PER DAILY PERIOD, REGARDLESS OF THE ENTRY METHOD. Limit twenty-three (23) entries per person for the Sweepstakes Period.

ENTRY CHART			
Daily Period	Keyword Announced (7 am – 6 pm PT)	Text Entry Deadline (11:59:59 pm PT)	Mail-In Entry Postmark Deadline
1	Monday, Nov 27, 2023	Monday, Nov 27, 2023	Tuesday, Nov 28, 2023
2	Tuesday, Nov 28, 2023	Tuesday, Nov 28, 2023	Wednesday, Nov 29, 2023
3	Wednesday, Nov 29, 2023	Wednesday, Nov 29, 2023	Thursday, Nov 30, 2023
4	Thursday, Nov 30, 2023	Thursday, Nov 30, 2023	Friday, Dec 1, 2023
5	Monday, Dec 4, 2023	Monday, Dec 4, 2023	Tuesday, Dec 5, 2023
6	Tuesday, Dec 5, 2023	Tuesday, Dec 5, 2023	Wednesday, Dec 6, 2023
7	Wednesday, Dec 6, 2023	Wednesday, Dec 6, 2023	Thursday, Dec 7, 2023
8	Thursday, Dec 7, 2023	Thursday, Dec 7, 2023	Friday, Dec 8, 2023
9	Monday, Dec 11, 2023	Monday, Dec 11, 2023	Tuesday, Dec 12, 2023
10	Tuesday, Dec 12, 2023	Tuesday, Dec 12, 2023	Wednesday, Dec 13, 2023
11	Wednesday, Dec 13, 2023	Wednesday, Dec 13, 2023	Thursday, Dec 14, 2023
12	Thursday, Dec 14, 2023	Thursday, Dec 14, 2023	Friday, Dec 15, 2023
13	Tuesday, Jan 2, 2024	Tuesday, Jan 2, 2024	Wednesday, Jan 3, 2024
14	Wednesday, Jan 3, 2024	Wednesday, Jan 3, 2024	Thursday, Jan 4, 2024
15	Thursday, Jan 4, 2024	Thursday, Jan 4, 2024	Friday, Jan 5, 2024
16	Monday, Jan 8, 2024	Monday, Jan 8, 2024	Tuesday, Jan 9, 2024
17	Tuesday, Jan 9, 2024	Tuesday, Jan 9, 2024	Wednesday, Jan 10, 2024
18	Wednesday, Jan 10, 2024	Wednesday, Jan 10, 2024	Thursday, Jan 11, 2024
19	Thursday, Jan 11, 2024	Thursday, Jan 11, 2024	Friday, January 12, 2024
20	Monday, Jan 15, 2024	Monday, Jan 15, 2024	Tuesday, Jan 16, 2024
21	Tuesday, Jan 16, 2024	Tuesday, Jan 16, 2024	Wednesday, Jan 17, 2024
22	Wednesday, Jan 17, 2024	Wednesday, Jan 17, 2024	Thursday, Jan 18, 2024
23	Thursday, Jan 18, 2024	Thursday, Jan 18, 2024	Friday, Jan 19, 2024

TEXT ENTRY: For each Daily Period, an eligible Entrant can text the corresponding Keyword to short code "**595959**" (the "**Short Code**"). The Entrant will receive a text reply and must reply YES to verify their entry. Upon verification, the Entrant will receive a follow-up text confirming the entry for the corresponding Daily Period (each a "**Text Entry**" and collectively the "**Text Entries**"). The Text Entry for each Daily Period must be received in accordance with the Entry Chart above. Limit one (1) Text Entry per person, per Daily Period.

IMPORTANT: Proof of sending a text message to the Short Code is not considered proof of delivery or receipt. Entrants may receive up to ten (10) text messages in response, including legal disclaimers and options to receive future promotional text messages from the Sponsor. Entrants may opt out of receiving future messages anytime by sending the word "STOP" to the Short Code. If an Entrant sends an opt-out text message, they will be sent a reply text message, confirming that they have unsubscribed and will receive no further messages. For help, text "HELP" to the Short Code or visit <u>https://terms.creativezing.com/smsterms/</u>.

PLEASE NOTE: AGREEING TO RECEIVE FUTURE UPDATES WILL NOT INCREASE ODDS OF WINNING.

Text Entry is designed to work with most major wireless service providers in the United States, but Sweepstakes Entities make no guarantee that any wireless service provider will participate. The mobile device must be capable of sending and receiving text messages. Entrants should check their phone's features for specific capabilities. **Message and data rates may apply**. Wireless service providers may charge Entrants for each text message, including any error message sent and received in connection with the Text Entry, based on the applicable wireless service pricing plan. Entrants should consult their wireless service provider's pricing plan for details. Each Text Entry must be manually key-stroked by the Entrant.

Network service for transmitting text messages may be interrupted or unavailable due to, but not limited to, atmospheric or topographical conditions, governmental regulations, orders, or system capacity limitations. Sweepstakes Entities assume no responsibility for message delivery or timeliness of messages, or for the availability of messaging services at all times.

MAIL-IN ENTRY: To enter the Sweepstakes without sending a text message (each a "**Mail-In Entry**" or collectively, the "**Mail-In Entries**"), eligible Entrants must legibly handwrite (in ink) the following information on a 3" x 5" index card:

- Name
- Email Address
- Phone Number
- Daily Period Date
- Keyword for the corresponding Daily Period Date

Each Mail-In Entry must be postmarked by the Mail-In Entry Postmark Date in the Entry Chart above and received within five (5) days of the postmarked date.

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Limit one (1) Mail-In Entry per person, per Daily Period. Each Mail-In Entry must be in a separate handwritten envelope, and each must be mailed separately. Photocopied or mechanically reproduced envelopes or entries are not eligible. All Mail-In Entries become the property of Sweepstakes Entities and will not be returned or acknowledged. Sweepstakes Entities are not responsible for lost, late, damaged, illegible, misdirected, or postage-due Mail-In Entries.

For All Entry Methods: Participation in the Sweepstakes constitutes each Entrant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. Each Entrant must be the rightful owner (or have authorized use) of the phone number or email address used for entry. In case of a dispute about the identity of an Entrant or potential winner, the Entrant or potential winner will be declared the primary account holder of the phone number used for the Text Entry or the email account used for Mail-in Entry, as long as such person is otherwise eligible in accordance with these Official Rules. If requested, a potential winner may be required to prove to the Sweepstakes Entities that they are the primary account holder. If a dispute regarding the identity of an Entrant or potential winner cannot be resolved to the Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. All entries must be received in accordance with the Entry Chart above. Entries in excess of the limit may result in disgualification of the Entrant. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple or different identities or any other methods may void such Entrant's entry, and that Entrant may be disqualified from the Sweepstakes. Entries generated by a macro, script, or other automated means will be disgualified. All entries become the sole property of the Sponsor. ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Sweepstakes Entities reserve the right to disqualify any Entrant they determine to be in violation of any term contained in these Official Rules.

4. WINNER SELECTION AND NOTIFICATION: On or about Tuesday, January 23, 2024, one (1) potential winner will be selected in a random drawing conducted by the Administrator from among all eligible entries received for the Sweepstakes Period and the potential winner will be notified at the phone number used for Text Entry or the email address used for Mail-In Entry. A potential winner who entered via Text Entry must be able to receive text messages or calls from a blocked or unknown number. The potential winner must reply to the notification text as instructed or answer the phone and accept the notification call. Potential winners who entered via Mail-In Entry will be notified at the email address used for entry. The potential winner is responsible for checking their spam filter. TIME IS OF THE ESSENCE TO FULFILL THE PRIZE. The potential winner will be required to respond (as directed) to the notification within 24 hours (or a shorter time if required by exigencies) of attempted notification. The failure to respond within the stated time period may result in forfeiture of the prize and selection of an alternate potential winner from the remaining eligible entries. The potential winner will be required to verify address, sign, and return within two (2) days of initial notification one or more forms covering eligibility, liability, advertising, and (unless prohibited by law) publicity rights and other documents (collectively, "Prize Acceptance Forms"). Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the prize and selection of an alternate potential winner from the remaining eligible entries. Sweepstakes Entities, in their sole discretion, will attempt to contact up to three (3) potential winners of the prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If the prize is awarded but goes unutilized or is forfeited, such prize may not be re-awarded, at the sole discretion of the Sweepstakes Entities. Sweepstakes Entities reserve the right to disqualify anyone not fully complying with the Official Rules. The potential winner must provide their Social Security Number for tax reporting purposes. An IRS Form 1099 will be issued to the Winner in February 2025 for the actual value of the prize received.

The Winner's travel companion (the "**Guest**") must be at least eighteen (18) years of age and the age of majority in their state of primary residence. The Guest will be required to verify their address and execute a Travel Companion Release, as directed by the Administrator. Failure to return the executed Travel Companion Release within the specified period may result in forfeiture of the participation of the Guest.

5. ODDS OF WINNING: Odds of winning depend on the number of eligible entries received for the Sweepstakes Period.

6. GRAND PRIZE (1 AVAILABLE): The Grand Prize consists of a 5-day / 4-night trip (the "**Trip**") for the Winner and up to one (1) Guest to Las Vegas, NV to attend the game and see the Apple Music Super Bowl LVIII Halftime Show. Approximate retail value ("**ARV**"): \$15,734.34.

The Trip will occur between Thursday, February 8, 2024, and Monday, February 12, 2024. The Trip includes the following:

- Roundtrip coach class air transportation for the Winner and up to one (1) Guest from a major airport near the Winner's home to Las Vegas, NV. ARV: \$2,500.00.
 - If the Winner lives within one hundred (100) miles of Las Vegas, NV, air travel will not be provided, and the Winner will be compensated a total of one thousand dollars (\$1,000.00) in lieu of air travel for any alternate travel expenses.
- Hotel accommodation for up to four (4) nights at a hotel in Las Vegas, NV (one double-occupancy room; room and tax only). ARV: \$7,234.34.00.
- Ground transportation or a ground transportation allowance between the airport, hotel, and game in the Destination. ARV: \$1,000.00.
- Spending allowance of \$2,000.00, awarded in the form of a check. ARV: \$2,000.00
- Admission for two (2) to the game on Sunday, February 11, 2024. ARV: \$3,000.00

TRAVEL WILL OCCUR ON DATES DETERMINED BY THE SPONSOR. All values are in U.S. dollars. The Winner cannot assign or transfer the prize claim or any portion of the prize to another person. No cash alternatives or prize substitution is allowed except at the sole discretion of the Sweepstakes Entities. Unless otherwise stated in the prize description, if a prize cannot be awarded or fulfilled due to circumstances beyond the control of the Sweepstakes Entities, a substitute prize of equal or greater value may be awarded. The ARV is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed and the Winner's place of residence and cost and availability of airfare and hotel at the time of travel. If the actual value of a prize is less than the ARV stated herein, the Winner will not be entitled to a check, cash, or other form of payment for the price difference. Any depictions of prizes are for illustrative purposes only. Other restrictions

may apply. ALL FEDERAL, STATE, AND LOCAL TAXES AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF EACH WINNER.

Trip Conduct: The Grand Prize Winner and Guest shall conduct themselves with due regard to the public conventions and morals. While representing the Sponsor during the Trip, the Winner and Guest shall not commit an offense involving moral turpitude under local laws or ordinances. If the Winner or their Guest engage in behavior that (as determined by the Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, the Sponsor reserves the right to terminate the Trip and send the Winner and Guest home with no further obligation related to the prize.

Travel Provisions: The Grand Prize Winner and their Guest must travel together on the same itinerary. All travel arrangements must be made through the Sweepstakes Entities. Once trip dates have been booked, no changes, extensions, or substitutions are permitted except at the sole discretion of the Sweepstake Entities. The Trip may not be combined with any other offer, and travel may not qualify for frequent flyer miles. Airline tickets are non-refundable/non-transferable and are not valid for upgrades. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner and Guest must have all necessary identification and/or travel documents (e.g., a valid driver's license or government-issued ID) required for travel and are solely responsible for obtaining such valid identification prior to travel and the associated costs for these requirements. The Winner and Guest agree to undertake the Trip at their own risk. Any travel costs exceeding the allowance provided in the prize description shall be the sole responsibility of the Winner. For the avoidance of doubt, the Winner shall be solely responsible for all costs, expenses, and incidentals associated with prize acceptance and use, including, but not limited to, additional ground transportation, baggage fees, meals, beverages, gratuities, in-room charges, personal incidentals, spending money, insurance, taxes, and any other expenses not specifically mentioned as being included. Upon hotel check-in and at the hotel's sole discretion, the Winner may be required to provide a valid major credit card or some other acceptable form of payment for a security hold, and in-room charges and any other expenses charged to the Winner's hotel room may be charged to that major valid credit card or deducted from the deposit provided. Sweepstakes Entities maintain no control over the personnel, equipment, or operation of any air carrier, transportation company, hotel, venue, or restaurant (each a "Providing Party" and collectively the "Providing Parties"), and Sweepstakes Entities are merely an independent supplier of the Trip and is not in any way related to each Providing Party. The Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (a) by wrongful, negligent, or unauthorized act or omission on the part of any of those Providing Parties or any of their agents, servants, employees or independent contractors, (b) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any Providing Party, (c) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities, or (d) by any cause, condition or event whatsoever beyond the control of the Sweepstakes Entities. By accepting the prize, the Grand Prize Winner and Guest voluntarily assume all risks related to exposure to COVID-19 and any other communicable disease or illness, bacteria, virus, or other pathogens capable of causing a communicable disease or illness, whether occurring before, during, or after the Trip or in connection with the prize, however, caused or contracted, and acknowledge that COVID-19 related risks may increase by traveling or attending activities out of the home. Sweepstakes Entities and all Released Parties (as defined in Section 7) cannot guarantee that the Winner and Guest (or any other person, including any family or household members of the Winner or Guest) will not be exposed to or infected by COVID-19.

7. CONDITIONS OF PARTICIPATION/RELEASES: All federal, state, and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. Each Entrant agrees to release the Sweepstakes Entities, NFL Entities and each of their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, production partners, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies and their respective officers, directors, employees, representatives, designees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of a prize. Each Entrant authorizes the Sponsor and its designees to use their name, likeness, statements, photo, video, biographical data, city, and state of residence in advertising, marketing, programming, or promotional materials, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation unless prohibited by law. Sponsor reserves the right to request the Winner participate in select media interviews. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials, at

Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes. Released Parties disclaim any liability for damage to any computer system resulting from participating in, accessing, or downloading information in connection with the Sweepstakes. The failure of Released Parties to comply with any provision of these Official Rules due to an act of God, pandemic, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance, or other problem/cause corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, will select the potential winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE SWEEPSTAKES, THE ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND THE ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

8. INDEMNITY: Each Entrant shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury, or expense, including reasonable attorneys' fees and costs, arising out of or in connection with (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

9. DISPUTES: This Sweepstakes is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating in this Sweepstakes, the Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or in connection with this Sweepstakes shall be resolved per the arbitration provision set forth below.

10. ARBITRATION PROVISION: By participating in this Sweepstakes, each Entrant agrees that, wherever enforceable, any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrariness of any dispute, or any claim that the Sweepstakes, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Santa Clara County, California under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Any such controversy or claim shall be arbitrated individually and shall not be consolidated in any arbitration with any claim or controversy of any other party. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an

Entrant seek or be entitled to rescission, injunctive, or other equitable relief, or to enjoin or restrain the operation of this Sweepstakes. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Santa Clara in the State of California. The parties agree not to raise the defense of forum non conveniens.

11. PRIVACY POLICY: The information provided by Entrants will only be used as provided in Sponsor's privacy policy or these Official Rules. See the Sponsor's privacy policy at <u>https://www.apple.com/legal/privacy/</u> ("**Privacy Policy**") for details regarding the use of the personal information collected in connection with this Sweepstakes. In case of any conflict between these Official Rules and such privacy policy, these Official Rules shall control. By participating, (i) the Entrant hereby agrees to the Sponsor's collection and usage of their personal information and acknowledges that they have read and accepted the Sponsor's privacy policy, and (ii) the Entrant sthe Sponsor permission to share their email address and any other personally identifiable information with the Administrator solely for the purpose of Sweepstakes administration and fulfillment.

12. WINNERS /OFFICIAL RULES: To obtain the winner's name, send a request and a stamped, self-addressed envelope to Creative Zing Promotion Group, Attn: Apple Music SB Winner, 2100 E Robinson Street, Orlando, FL 32803. Requests must be received no later than February 28, 2024.