

PIGEON FORGE JOSH TURNER 'FIRECRACKER' SWEEPSTAKES OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The Pigeon Forge Josh Turner 'Firecracker' Sweepstakes (the "Sweepstakes") is open to any person who has reached the age of 18 years or older in the state where s/he resides who at the time of entry is a legal resident of the contiguous forty-eight (48) United States or District of Columbia (the "Territory"). Void in Alaska, Hawaii and where prohibited by law. Employees of Pigeon Forge Department of Tourism ("Sponsor"), 135 Jake Thomas Blvd., Pigeon Forge, TN 37863, Orange142, LLC ("Administrator"), UMG Nashville ("Prize Provider") or Josh Turner ("Artist") and their respective parent company, subsidiaries, affiliates, advertising and promotion agencies, suppliers, and any other individual or company involved in the development or execution of the Sweepstakes (collectively the "Associated Parties") and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Sweepstakes is subject to all applicable federal, territorial and local laws and regulations.

2. Agreement to Rules: By participating in the Sweepstakes, the entrant ("You") agree to be fully and unconditionally bound by these official rules (the "Rules"), Administrator's terms of use located at <https://www.orange142.com/orange142-terms-and-conditions/>, and You represent and warrant You meet the eligibility requirements as stated above. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the management of this Sweepstakes.

3. Sweepstakes Entry Period: Entries will be accepted online starting on May 4, 2022 at 10:00:00 AM Central Time ("CT") and ending on May 25, 2022 at 11:59:59 PM CT. All entries must be received by May 25, 2022 at 11:59:59 PM CT.

4. How to Enter: Visit <https://umgn.us/JoshTurnerPigeonForgeSweeps> and follow all onscreen instructions to complete the entry form and click "Submit". After providing all of the required information and clicking "Submit", You are official entered into the pool of eligible entries ("Entry"). Only one (1) Entry per person. All Entries become the property of Sponsor and will not be acknowledged or returned. Normal Internet access and data usage charges imposed by your online service provider will apply.

Sponsor may, in its sole discretion, disqualify any Entry that Sponsor deems to be in violation of these Rules at any time. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person whose name appears on or who was assigned the email account used for Entry. Entries by any method other than set forth in the "how to enter" section are void. Any use of automated or programmed methods of spamming Entry is prohibited. Neither the Sponsor, Associated Parties, nor any of its officers, directors, shareholders, employees, agents, artists or representatives of the Sponsor or Associated Parties

(individually a "Released Party" and collectively the "Released Parties") are responsible for Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone or computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant's email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Released Parties.

Winner may be required to show proof of being the authorized account holder of the email account associated with the Entry. Any Entrant who attempts to enter with multiple email accounts or under multiple identities will be disqualified. Sponsor is not obligated to communicate with any Entrant during the duration of the Sweepstakes. Sweepstakes is subject to all applicable federal, state, local laws and regulations.

5. Grand Prize ("Grand Prize"): One (1) Grand Prize winner will receive a four (4) day / three (3) night trip for winner and one (1) guest to attend the Josh Turner performance at the Patriot Festival on July 4, 2022 in Pigeon Forge, TN. ("Event"). Grand Prize package consists of:

- Round trip coach airfare for winner and one (1) guest to/from a major commercial airport nearest to winner's primary residence to the Event city (flights may include stopovers and/or connections). Approximate retail value ("ARV"): \$1,500.00;
- Four (4) day / three (3) night double occupancy hotel accommodations at a DreamMore Resort (one (1) room/ sleeps up to four (4) family members). Lodging includes a king bed plus a comfortable sitting area with a sleeper sofa and a full bath including tub. The room also offers a working desk with multiple charging stations. ARV: \$1,568.14.
- Ground transportation to/from the destination airport/hotel, ARV: \$300.00;
- Two (2) front row tickets to the Josh Turner performance on July 4, 2022;
- Two (2) Event VIP concert pre-show meet and greet passes to meet Josh Turn (time and duration to be determined in Sponsor's sole discretion and wholly dependent upon Artist availability);
- One (1) Pigeon Forge VIP card providing complimentary access to area attractions and shows for up to four (4) people. ARV: \$400.00.
- Two (2) single day passes to Dollywood Theme Park. ARV: \$180.00
- Two (2) pairs of ARIAT boots and two (2) pairs of ARIAT denim jeans. ARV: \$540.00;

Total ARV of Grand Prize: \$4,499.14. Ground transportation (other than as noted), meals, beverages, taxes, gratuities, incidentals, upgrades, service charges or any other expenses not specified herein are not included and are winner's sole responsibility. If actual value of Grand

Prize is lower than the stated ARV when prize is procured and fulfilled, the difference will not be awarded. Winner will be required to provide hotel with a credit card at time of check-in to cover incidental fees/damages along with complying with any requirements mandated by the hotel's management. **In the event the winner resides within three hundred (300) miles of the Event venue, a ground transportation gift card in the amount of five hundred dollars (\$500.00) will be provided in lieu of air transportation and ground transportation to / from destination airport and hotel for winner and guest.** No substitution of Grand Prize offered, no transfer of Grand Prize to a third party is permitted and Grand Prize may not be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute Grand Prize or a portion of the Grand Prize for a prize of comparable or greater value. All fees, federal, state, and/or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of winner. Taxes are the responsibility of winner. An IRS form 1099 will be filed in the name of the Grand Prize Winner for the retail value of prize.

Winner and guest must travel on same itinerary and dates determined by the Sponsor or forfeit all rights to prize. Certain restrictions may apply. Airfare, hotel and other accommodations are subject to availability. Winner acknowledges that the Event is beyond the control of the Sponsor and is subject to being rescheduled, modified or cancelled. If the Event is postponed, canceled or has occurred, no compensation or substitution will be provided, and the Sponsor shall have no further obligation to winner other than to supply the remaining portion of Prize minus the unused portion of the Prize. Winner and guest must comply with any security procedures or measures imposed by the Event's personnel and/or its representative(s). Sponsor and/or Event's personnel/representative(s) reserve the right in their sole discretion to suspend or cancel winner's or winner's guest's attendance at Event due to non-compliance with any security procedure, venue requirements or inappropriate behavior or misconduct. If for any reason whatsoever, the winner is unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for all portions of the Grand Prize, and sufficient time exists to select an alternate winner, the Grand Prize may be awarded to an alternate winner from all non-winning eligible entries. Grand Prize winner and his or her guest are responsible for obtaining proper documentation (i.e., valid photo I.D.) prior to travel. Winner's guest must be the age of majority within his/her jurisdiction and will be required to complete and return a Liability/Publicity Release prior to travel. Arrangements for the fulfillment of Prize will be made by Sponsor and/or its designated agents. Released Parties will not provide travel insurance for winner or guest nor for any missed flights or any circumstance that may prevent winner and/or guest from traveling to/from Event.

Winner will be responsible for any federal, local sales and income taxes or other expenses relating to the use and possession of Grand Prize. Entrants acknowledge that the Sponsor and Associated Parties 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 any merchandise portion of prize shall be subject to any applicable manufacturer's standard warranties.

SPECIAL CAUTION: COVID-19: Winner and winner's guest, understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus pandemic which is a highly contagious and communicable disease; and, to the fullest extent permitted by law, each assumes all risks of illness or injury which may arise directly or indirectly, in whole or in part, from prize related travel and activities. Additionally, Winner and guest understands and agrees that, in response to economic and/or social conditions caused by COVID-19/Coronavirus, Sponsor may be compelled to cancel the trip and/or the Sweepstakes with little (if any) advanced notice.

6. Odds: The odds of winning the Grand Prize depends on the number of eligible Entries received.

7. Grand Prize Winner Selection and Notification: One (1) Grand Prize winner will be selected at random from all eligible Entries by Administrator within five (5) days of the Entry Period deadline. An email prize notification will be sent by the Administrator to the potential winner within five (5) days of the random drawing based upon the information provided by entrant upon Entry. Administrator shall have no liability for winner's failure to receive notices due to spam, junk email or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days of the date and time specified in the prize notification email, fails to return a completed and executed affidavit of eligibility, liability, publicity release ("Affidavit/Release") or any other required documents by the prize notification deadline, the Prize will be forfeit and an alternate winner may be selected in Sponsor's sole discretion. A selected alternate winner will be notified and be bound by the same conditions and timelines as stated in these Rules. Receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE RULES BY WINNER WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED IN SPONSOR'S SOLE DISCRETION.

8. Rights Granted by You: Except where prohibited by law, entry and acceptance of prize constitutes permission for Sponsor and their respective agents to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Furthermore, Sponsor and/or its respective agents may film, record and/or take photographs before/during/after the winner's trip and/or Event, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or their respective promotion partners/agents and their respective products and services and in any and all media worldwide (including but not limited to social media and all internet platforms). No additional compensation will be provided to winner or guest for any resulting footage.

9. Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should a virus, bug, non-authorized human intervention,

fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such a case, Sponsor may select the potential winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

By participating in this Sweepstakes, 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."

10. Limitation of Liability: By entering, You, and on behalf of your respective heirs, executors, administrators, legal representative, successor and assigns ("Releasing Parties"), release and hold harmless the Released Parties from any liability, illness, injury, death, loss, litigation, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, claims and demands whatsoever in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one of more the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of Grand Prize or any portion of Grand Prize, including property damage, personal injury or death that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or any other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of entries.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TENNESSEE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS

ACTION, exclusively before a court located in Tennessee having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Any personal Information provided hereunder will be subject to Sponsor's Privacy Policy found at <https://www.mypigeonforge.com/privacy-policy>. Administrator will collect, process and use the data provided concerning the entrant for purposes of management of the Sweepstakes.

13. Winners List: To obtain a copy of the winner list (available after June 5, 2022) or Rules (before May 25, 2022), mail your request, along with a stamped, self-addressed envelope to: Pigeon Forge Josh Turner Firecracker Sweepstakes Winner List or Rules (indicating which) c/o Administrator 716 Congress Ave, Suite 100, Austin TX, 78701. Vermont and Washington residents may omit return postage.

14. Sponsor: Pigeon Forge Department of Tourism ("Sponsor") with their primary offices located at 135 Jake Thomas Rd., Pigeon Forge, Tennessee 37863 is solely responsible for all aspects of this Sweepstakes.

This Sweepstakes is not promoted, endorsed, or administered by the Tennessee Dept. of Tourist Development nor is the Tennessee Dept. of Tourist Development associated with the Sweepstakes in any way. You understand that you are providing information to Sponsor. Any questions, comments or complaints regarding the Sweepstakes must be directed to Sponsor at the aforementioned address. The information you provide will only be used for a manner consistent with these Rules and with the Sponsor's Privacy Policy.