

2024 Essence Festival of Culture™ (EFOC)

Download E360 Mobile App for a Chance to Win

Evening Concert Tickets!

OFFICIAL RULES

YOU MUST BE PRESENT AT THE ESSENCE FESTIVAL OF CULTURE TO WIN THE PRIZE.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: To enter this Sweepstakes, you ("Entrant") must: (i) be at least eighteen (18) years of age at the time of entry, (ii) be a legal resident of the 50 United States including the District of Columbia and; (iii) have a smartphone or other device capable of downloading mobile apps. Employees, directors, officers, volunteers, independent contractors and agents of Essence Communications Inc., (the "Sponsor"), Essence Festivals Productions LLC, Essence Ventures LLC, Essence Studios LLC, and their respective parent companies, subsidiaries and affiliates, distributors, agents and companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") and their immediate family members (spouse, parents, legal guardians, siblings, offspring, "step", grandchildren, regardless of where they live" or members of their same households (whether related or not) of such individuals are not eligible to enter. "Household Members" shall mean those who share the same residence at least three months a year.

2. Entry Period: The Sweepstakes begins at noon (12.00.00 p.m.) Central Daylight Time (CDT) on June 3, 2024, and ends at noon 12.00.00 p.m.) CDT on July 7, 2024, (the "Entry Period").

3. How to Enter: There is **NO PURCHASE NECESSARY** to participate. A purchase does not increase your chances of winning. During the Entry Period, download the E360 app and follow the instructions to complete and submit your information on the mobile app onboarding form, including, but not limited to, your full name, email address, and cellphone number. By downloading the E360 app, you consent to the Essence Terms of Use and Privacy Policy, located in the App and on essence.com. On the same device you must also enable Bluetooth and push notifications for the duration of the sweepstakes period. When you submit the completed form, you will be automatically entered in the Sweepstakes. Limit of One (1) Entry per person per app download. To download the E360 App and enter the Sweepstakes, you must have Internet access and a valid email address and cellphone number. If you need assistance downloading the App, please visit any of

the Essence Festival of Culture help stations near the entrances of the Ernest N. Morial Convention Center in New Orleans, LA and speak with an Essence representative.

Incomplete or ineligible entries will not be acknowledged. All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. Each entry must be manually keystroked or entered by the individual entrant. Multiple entrants may not share the same email address. A potential winner may request to provide Sponsor with proof that they are the authorized account holder of the email address and/or cellphone number associated with the winning entry and/or eligible entrant. Automate and/or repetitive electronic submission entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified, and transmissions from these or related email addresses/IP addresses or cellphones may be blocked. Additionally, if it is discovered that an entrant used multiple email addresses, cellphone numbers and/or identities, registrations, logins, or any other methods or manipulated such information to obtaining more than the states number of allowed entries, such Entrant will be disqualified, and any prize won shall be forfeited.

Participation in this Sweepstakes means that you understand and agree that you may receive additional messages (through your wireless device or otherwise) relating to this Sweepstakes, including notifying you if you are a potential winner. Opt out information is found in the Essence Terms of Use and/or Privacy Policy. Entrant's wireless service standard text messaging and/or data charges from your wireless carrier may apply to such messages and when the E360 App is downloaded. Check with your wireless service provider for any such wireless charges.

4. Prizes and Drawings for Winners: Three (3) Prizes will be awarded each day of the Evening Concert, each consisting of two (2) tickets to attend that corresponding evening's 2024 ESSENCE Festival of Culture™ concert ("Evening Concert"). The drawings will be held at 1:00:00 p.m. CDT on the day of each Evening Concert: July 5, 2024, through July 7, 2024. Three Potential Winners will be selected in a random drawing from among all eligible entries received by Sponsor prior to noon (12:00:00 p.m.) CDT on each day of the drawing, for a total of nine (9) potential Winners, Approximate Prize Value for each Prize is One Hundred Fifty Dollars (\$150) per ticket, for a total of Three Hundred Dollars (\$300) per Winner.

After the drawing, the Potential Winner of each drawing will be notified by push notification through the E360 app and telephoned to the cellphone number provided. The Potential Winner must respond and claim prize as stated in the notification or phone call immediately upon notice, or prize may be forfeited. The Potential Winner must be present and must pick up their tickets at the main Ticket Information booth in the Convention Center before the Evening Concert. Potential Winner's compliance with all sweepstakes entry requirements must be verified to receive the prize, including proof of receipt of the push notice identifying them as the Potential Winner.

Odds of winning a Prize depend upon the total number of eligible Entries received during the Entry Period.

5. Entrant's Agreement: By participating in the Sweepstakes, each Entrant fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and Sponsor's decisions, which shall be final and binding in all respects. Evening Concert tickets are subject to terms and conditions as stated thereon. Winner agrees to comply with all venue regulations in connection with the Prize. Sponsor and the applicable venue representatives reserve the right to remove or deny entry to a Winner and/or guest who engages in a non-appropriate or disruptive manner or with intent to annoy, abuse, threaten or harass any other person at ESSENCE Festival of Culture™. The ESSENCE Festival of Culture™, including the Evening Concert, is subject to availability and change. Sponsor assumes no liability for delayed or rescheduled event. Lost, stolen, or damaged Festival tickets will not be replaced or exchanged.

Winner agrees that acceptance of the Prize is entirely upon their initiative, risk, and responsibility. Winner understands that Coronavirus ("COVID-19"), Monkeypox and other similar contagious communicable diseases (collectively, "Communicable Diseases") have been confirmed throughout the United States, including several cases in New York and Louisiana. Winner understands and agrees that attending the ESSENCE Festival of Culture™ may have an inherent risk of Communicable Diseases. Each Winner assumes any and all risks of illness, injury, or loss due to such attendance. Winner and guest must follow any city and/or venue restrictions related to Communicable Diseases.

6. WINNER VERIFICATION AND PRIZE CONDITIONS: If a Potential Winner (i) cannot be reached, (ii) does not pick up the Tickets within a specified time frame, (iii) is found to be ineligible, and/or (iv) declines to accept the Prize, the Prize will be forfeited. In such cases, Prize shall be forfeited, and Sponsor may select an alternate Potential Winner at random from the remaining eligible Entries. By accepting the Prize, each Potential Winner agrees to release the Sponsor from any and all liability, loss, or damage of any kind arising out of or in connection with their participation in this Sweepstakes or with respect to the awarding, receipt, possession, and/or use of any Prize.

There is no substitution or deferral of Prizes. Each Prize consists of tickets to a specific concert. Each Potential Winner hereby acknowledges and agrees that the Prizes are non-transferable and may not be sold, exchanged or traded in for cash or anything else. Any applicable federal, state, and local taxes/duties on the Prize and any expenses relating to the acceptance/use of the Prize, including those not specifically provided for in these Official Rules are the sole responsibility of the Winner. Winner must provide the Sponsor with valid identification before any Prize is awarded. Failure to comply with the Official Rules will result in forfeiture of the Prize. Upon forfeiture for any reason, no compensation will be given.

7. General: Entrants agree to release, discharge, and hold harmless the Sponsor, its affiliated entities, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors, and agents of each (collectively, the "Released Parties") from and against any and all liability (including damages caused or claimed to be caused) arising from or in connection with participation in and/or entry into the Sweepstakes or the

acceptance or use or misuse of any Prize. Claims may not be resolved through any form of class action. The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of a Potential Winner. All third-party names and trademarks are the property of their respective owners.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes Entrant's consent for the Sponsor and its designees' and event sponsors' use for marketing and promotional purposes, in any type of media without further consideration or payment, of Entrant's names, likeness, image, bio, any written or oral comments or testimonials to, or other feedback on, any Entrant's experience, and any user generated content, including, without limitation, audio, photographs and still images, and video content ("Likeness"). For the avoidance of doubt, each Entrant hereby grants to the Sponsor and its designees a non-exclusive, non-assignable, non-transferable, royalty-free, and sublicensable right and license to use and display the Entrant's Likeness in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

9. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE E360 APP OR ANY ESSENCE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF ANY SUCH ATTEMPT IS MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor is not responsible for faulty, incorrect, undeliverable, inactive, or misdirected email or other transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes or claim a Prize. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client, for insufficient space in user's email account to receive email, or Possible Winner's failure to adequately monitor any email account. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct, or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by the Sponsor in its sole discretion, or for any other reason. The Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes if it cannot be executed as planned for any reason or event beyond the Sponsor's control, including but not limited to a Force Majeure event or occurrence, an "act of God" (e.g., natural disaster, etc.) or an unforeseeable health event (e.g., pandemic) making it inadvisable, impractical, impossible or illegal or which materially affects a party's ability to perform its obligations under this agreement in whole or in part, or if fraud, technical failures, human error or any other causes beyond the reasonable control of the Sponsor, impairs the integrity or proper functioning of the Sweepstakes, as determined by the Sponsor in its sole discretion.

By participating, entrants agree to these Official Rules, which are final and binding in all respects. Sponsor may, in its sole discretion, amend these Official Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Official Rules on any official Essence website.

10. Governing Law and Jurisdiction: This Sweepstakes is governed by US law and is subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof. **THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE PRESCRIBED METHODS OF ENTRY WOULD BE DEEMED LEGAL CONSIDERATION.**

11. Limitation of Liability: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES AND THE TICKET REWARDS REDEEMED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES,.

12. Privacy: Sponsor is committed to maintaining Entrant's trust by protecting personal information we collect about Entrant. Information collected from Entrants are subject to the Privacy Policy located at <https://www.essence.com/privacy-policy/>. By registering and participating in the Sweepstakes, Entrants agree that the Sponsor may, subject to local data privacy laws, collect and process such Entrants' personal information for purposes of this Sweepstakes. If you are selected as winner, your information may be also included in a publicly available winner list.

13. Severability: The invalidity or unenforceability of any provisions of these Official Rules shall not affect the validity or enforceability of any other provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14. WINNERS LIST REQUEST: To request a Winner's List with the names of the winners for this Sweepstakes (first name and state), please send a self-addressed, stamped business-size envelope to: E360 Mobile App Sweepstakes, Essence Communications Inc. 34 35th Street, 5th Floor Brooklyn, NY 11232. All requests for winner's lists must be received by August 5, 2024.

15. Copyright Notice: The Sweepstakes and all accompanying materials are copyright ©2024 Essence Communications Inc. All Rights Reserved.