

LEVEL OPEN SESSIONS CONTEST

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW OR REGULATIONS.**

- Contest Period.** “Level Open Sessions Contest” (the “Contest”) begins 12:01 AM Eastern Standard Time (“E.S.T.”) on Monday, January 13, 2020 (the time and date previously set forth is referred to herein as the “Start Date”) and ends 11:59 PM E.S.T. on Friday, February 7, 2020 (the time and date previously set forth is referred to herein as the “End Date”) (the period between the Start Date and End Date sometimes referred to herein as the “Contest Period”). The computer of Sponsor (as defined in Paragraph 11 below) will be the official clock of the Contest.
- Eligibility.** The Contest is offered only in the United States to legal residents of the fifty (50) United States and the District of Columbia, excluding Puerto Rico, who at the time of entry: (a) are at least eighteen (18) years old; (b) have online access; and (c) have a valid e-mail address. Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable entrant. VOID WHERE PROHIBITED BY LAW (certain jurisdictions may impose additional eligibility restrictions). Sponsor and its parents, subsidiaries and affiliated entities, advertising and promotional agencies, web masters and web suppliers, and their respective officers, directors, agents, employees, representatives, and shareholders, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of Sponsor, and of any officers, directors, agents, employees, representatives or shareholders of Sponsor (collectively, “Affiliates”), are not eligible to enter or win. Entrants must fulfill all requirements set forth in these Official Rules and abide by all decisions of the Sponsor in order to be eligible for a prize.
- Entry.** During the Contest Period, visit the Contest registration page available at <https://levelopensessions.com/> (“Registration Page”) and complete the official entry form at <https://levelmusic.typeform.com/to/E6kIhM> (“Entry”). NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Entries are limited to one per person and e-mail address. Entries must be completed and received by the specified cut-off time on the End Date. Entries completed or received after the End Date or otherwise outside the Contest Period are void. The Contest may only be entered from and in eligible jurisdictions. For purposes of this Contest, an Entry is “received” when the Registration Page’s servers record the Entry information. Proof of sending (such as, without limitation, a printed, saved or copied automated receipt confirming entry, a “thanks for entering” screen or message) does not constitute proof of actual receipt of the Entry. Any attempt at entry except as above stated is void. All Entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Sponsor and its Affiliates assume no responsibility for lost, late or misdirected Entries, or for human error, or malfunctions of electronic equipment, computer hardware or software or any other technical problems related to Entries submitted through the Registration Page.
- Prizes.** Each of the Ten (10) winners will receive a 2-3 hour recording session at a local recording studio in Austin, Texas during the period between March 19, 2020 and March 21, 2020. (**Approximate Retail Value For Each Winner: \$440**). Winner will not receive the difference between the actual and approximate retail value of the prize. Any and all taxes on the prize, and any other costs, fees, and expenses not explicitly stated herein are the sole responsibility of the prize recipient(s). FOR CLARITY, TRAVEL EXPENSES AND ACCOMMODATIONS ARE THE SOLE RESPONSIBILITY OF EACH INDIVIDUAL PRIZE RECIPIENT. The prize is not transferable or assignable, and is not redeemable for cash. No prize substitutions or transfers allowed, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value, including cash, in Sponsor’s sole discretion, if the prize should become unavailable for any reason. In the unlikely event that any portion of the prize is cancelled or undeliverable for any reason the winner agrees that Sponsor has no further obligations to the winner other than delivery of the remainder of the prize, if any. Sponsor reserves the right to not award the prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and/or qualified Entries. Lost or stolen prizes will not be replaced. Sponsor is responsible only for prize delivery and is not responsible for prize utility to winners. Sponsor reserves the right to not award the prize to, or to revoke full or partial prize from, any winner that may bring Sponsor into disrepute.

ALL PRIZES ARE AWARDED “AS-IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. **Winner Selection and Notification.** Entries completed and received by the End Date will be judged by a qualified panel of judges who will evaluate the musical performances submitted in each eligible Entry and select ten (10) winner(s) based on the following judging criteria: (i) originality (50%); (ii) musicianship (25%); and (iii) creativity (25%). Judges will review social media profiles and/or artist websites supplied by entrants in the official entry form for purposes of evaluating entrants’ musical content contained on such social media profiles and/or artist websites. The aforementioned musical content will be analyzed based on the judging criterion described in the first sentence of this Paragraph 5 (e.g., originality (is the entrant performing an original song or a so-called “cover song”?); musicianship (e.g., is the entrant technically competent from a skills perspective?); creativity (e.g., is the entrant’s performance unique?)). In the event of any tie of any Entries, the judges will re-evaluate and re-vote on the tied Entries according to the judging criteria set forth in the preceding sentence until the tie is broken. Judging of all eligible Entries received will take place promptly after the End Date and potential winners shall be notified by e-mail on or about Monday, February 17, 2020. The decisions of the judges and the decisions of Sponsor on all matters related to these Official Rules shall be final and binding. NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH BELOW). If you are chosen as a winner and your contact details have changed since your entry, Sponsor reserves the right to disqualify your entry and select an alternative winner. Each potential winner will have twenty-four (24) hours from the moment such notification is issued to respond to such notification by following the instructions provided therein, or the prize will be forfeited. If a potential winner timely responds to such notification, the potential winner may be required to sign, notarize and return to Sponsor, within twenty-four (24) hours of the date notice is sent, an Affidavit of Eligibility/Liability and Publicity Release in the form or forms provided by Sponsor (where and to the extent legally permissible) in order to claim the prize. Return of any prize notification as undeliverable will result in disqualification, forfeiture of the prize, and selection of an alternate winner. If a potential winner does not reply to the notification within twenty-four (24) hours of its issuance, fails to (if required) sign, notarize and return an Affidavit of Eligibility/Liability and Publicity Release within twenty-four (24) hours of the date of notification, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the prize will be forfeited and an alternate winner may be selected, at Sponsor’s discretion, in a second chance drawing of all eligible Entries received during the Contest Period. Sponsor shall have no liability to previously selected potential winners who have not timely responded. If not disqualified, the potential prize winner must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the prize is contingent upon fulfilling all requirements. Except where prohibited by law, in addition to any other grants that may be granted in any other agreement entered into between Sponsor and any winner, by accepting a prize, the winner agrees to grant to Sponsor, and the Releasees (as defined in Paragraph 7 below), the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual’s name, photograph, portrait, picture, voice, likeness and biographical information (collectively, the “Identification”) as news or information and for advertising, promotional and other purposes without further approval or consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual will provide written consent to the foregoing uses.
6. **General Conditions.** By entering, entrant agrees: (i) to be bound by these Official Rules and Sponsor’s Privacy Policy as indicated in Paragraph 10 of these Official Rules; (ii) that the decision of the Sponsor is final and binding on all matters relating to the Contest; and (iii) to be contacted by Sponsor by email, telephone and/or mail. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. 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 unenforceable provision were eliminated from the rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process

or the operation of the Contest or any website related to the Contest; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, macro, automatic, programmed or the like entry methods will void all such Entries by such methods. False or deceptive Entries or acts, as determined by Sponsor, will render the entrant ineligible. Sponsor reserves the right to restrict Entries from any IP address or device if suspicious activity is detected or suspected. In the event of a dispute as to the identity of the person submitting an Entry, the authorized account holder of the email account used to enter the Contest at the actual time of registration will be deemed to be the entrant and must comply with these rules. The authorized email account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning Entry. Sponsor may prosecute any fraudulent activities to the full extent of the law. All federal, state and local laws and regulations apply. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Further, Sponsor may, in its absolute discretion modify, amend, cancel or suspend these Official Rules, the Contest and/or the prize(s) at any time if Sponsor deems it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond Sponsor's control. No liability shall attach to Sponsor as a result thereof.

7. **Release.** BY ENTERING, ENTRANT AGREES TO (I) RELEASE AND HOLD SPONSOR AND ITS AFFILIATES, OFFICERS, REPRESENTATIVES, AGENTS, LICENSEES AND DISTRIBUTORS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE REGISTRATION PAGE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (II) INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, THE IDENTIFICATION, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.
8. **Limitations of Liability.** The Releasees make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. The Releasees are not responsible for any lost, late, illegible, misdirected, mutilated, incomplete, incorrect or inaccurate Entries or Entry information, whether caused by the users of any website related to the Contest, by tampering or "hacking," or by any of the equipment, computer hardware or software or any other technical operation or programming associated with or utilized in the Contest, and the Releasees assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission to any website related to the Contest or the Registration Page, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to Entries and/or Entry information. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, tampering, technical failures, or any other causes beyond the control of Sponsor which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to void suspect Entries and/or to cancel, terminate, modify or suspend the Contest and select the winner from among all eligible Entries received prior to such cancellation, termination or suspension. Additionally, the Releasees are not responsible for any cancellation or postponement of any aspect of any prize. Although Sponsor attempts to ensure the integrity of the Contest, entrants acknowledge that Sponsor is not responsible for the actions of entrants or other participants in connection with the Contest, including entrants' or others' attempts to circumvent the

Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE REGISTRATION PAGE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM SAID SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM SAID SITE OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, OR ANY HARM RESULTING THEREFROM INCLUDING ANY INJURY OR DAMAGE TO ENTRANTS' OR TO ANY OTHER PERSON'S COMPUTER, OTHER EQUIPMENT, OR PERSON IN CONNECTION WITH PARTICIPATION IN THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH SAID SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. **Disputes/Choice of Law.** Except where prohibited, entrants agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorney's fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Releasees in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without regard for conflicts of law doctrine and all proceedings shall take place in that State. Entrants irrevocably agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO HIS/HER ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
10. **Privacy and Personal Information.** Information collected from entrants is subject to Sponsor's Privacy Policy (located at <https://levelmusic.com/privacy-policy>) except to the extent waived by a winner through agreement to a Publicity Release and provided that in the event of any conflict between these Official Rules and such privacy policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Contest, entrant will not be permitted to "opt out" of receiving such communications.
11. **Sponsor.** The Contest is sponsored by Radar Scope Ltd. ("Sponsor"), 1633 Broadway, New York, New York 10019.
12. **Winners' Names/Official Rules.** For the name(s) of the winner(s) and/or copies of these Official Rules, send a self-addressed, stamped envelope to: Winner List, Level Open Sessions Contest, c/o Radar Scope Ltd., 1633 Broadway, New York, NY 10019. All such requests must be received within four (4) weeks after the End Date.
13. **Non-Endorsement.** The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Registration Page or the Contest.
14. **Interpretation.** In the event of any conflict between any information provided on the Registration Page regarding the Contest (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.

15. **Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

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