

Farm Bureau Night Out Enter To Win Official Sweepstakes Rules and Regulations

- 1. TO ENTER: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** All federal, state and local regulations apply. Void where prohibited by law. The Sweepstakes (as defined below) runs from Friday, June 21, 2019 at 9:00 a.m. to Friday, September 27, 2019 at 8:00 a.m., Eastern Standard Time. To enter, entrants must fill out the entry form online at 313presents.com/FarmBureauContest. One entry per person per email address. One winner per Prize (as defined below). All entries must be received by 313 PRESENTS, LLC ("313" or "Sponsor") no later than Friday, September 27, 2019 at 8:00 a.m., Eastern Standard Time, to be considered for entry. 313's computer is the official time keeping device for the Farm Bureau Night Out Enter to Win Sweepstakes ("Sweepstakes"). Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, and/or registrations or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 313 is not responsible for late, undelivered, misaddressed, ineligible, misdirected, illegible, incomplete, or incorrect entries. In the event of a dispute as to any registration or entry, the authorized account holder of the email address or phone number used to register will be deemed to be the entrant. The "authorized account holder" of an email address or phone number, is the natural person assigned an email address or phone number by an Internet access provider, telephone service provider, online service provider or other organization responsible for assigning email addresses or phone numbers for the domain associated with the submitted address. Potential winners may be required to show proof that they are the authorized account holder. 313 has sole discretion on determining ineligible entries. For a copy of the official rules, send a self-addressed stamped envelope to Farm Bureau Night Out Enter to Win Sweepstakes, ATTN: Partnership Experience, 2525 Woodward Ave., Detroit, MI 48201. 313 reserves the right to cancel, suspend and/or modify the Sweepstakes at any time.
- 2. CONDITIONS OF ENTRY:** By submitting an entry, entrants agree to the rules ("Official Rules") of the Sweepstakes. Entrants may subscribe to receive the 313 affinity and entertainment fan club e-newsletters, which are sent at least once per week with exclusive video, photo, upcoming events and special offers. E-newsletter subscription is not required for entry, and entrants may opt out of e-newsletters by following the instructions provided on each email communication, or sending a request by mail to 313 PRESENTS, 2525 Woodward Ave., Detroit, MI 48201.
- 3. DRAWING AND NOTIFICATION:** One potential winner will be randomly selected during five respective drawings from among all eligible entries, for a total of five potential winners. The five drawings shall take place between June 22, 2019 and September 27, 2019. The odds of winning are dependent upon the number of eligible entries. Drawings shall be conducted by 313. The potential winners will be notified by phone and/or email on the respective drawing date. If any potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, such potential winner will be disqualified and an alternate potential winner will be selected at sole discretion of 313 from all remaining eligible entries, time permitting. Prizes (as defined below) must be claimed at least 24 hours prior to the show that the potential winner has won tickets for. Unclaimed Prizes will not be awarded. Once a potential winner has been selected he or she may not be eligible for any of the remaining drawings. 313's decisions on all matters relating to this Sweepstakes are final. Failure to comply with these rules may result in disqualification and an alternate winner may be selected.

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS PROMOTION, **ENTRANT HAS NOT YET WON THE PRIZE**. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY 313, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED.

4. PRIZE DETAILS:

Five potential winners shall receive four pavilion tickets to one show at DTE Energy Music Theatre ("DTE") (each, a "Prize") as follows: the potential winner selected on June 27, 2019 shall receive the Prize for the Dierks Bentley show at DTE on June 29, 2019, which shall include a private pre-show acoustic performance at the Mountain

High VIP Lodge; the potential winner selected on July 7, 2019 shall receive the Prize for the Dave Matthews Band show at DTE on July 9, 2019, which shall include four concert t-shirts, four Jeep Ivy Lounge passes, and food and beverage (excluding alcoholic beverages); the potential winner selected on September 11, 2019 shall receive the Prize for the Kid Rock show at DTE on September 13, 2019, which shall include four concert t-shirts, four Jeep Ivy Lounge passes, and food and beverage (excluding alcoholic beverages); the potential winner selected on September 17, 2019 shall receive the Prize for the Rascal Flatts show at DTE on September 19, 2019, which shall include one Summer Nights Lounge VIP Experience; and the potential winner selected on September 27, 2019 shall receive the Prize for the Jason Aldean show at DTE on September 29, 2019, which shall include one High Noon Saloon VIP experience. The approximate retail value of each Prize is \$960.00. The location of the tickets each potential winner receives from the Prize shall be solely determined by 313. All Prizes are non-transferable. Limit one Prize per person, no Prize substitution or cash redemption allowed by winner, except at Sponsor's sole and absolute discretion. All taxes and any other expenses incurred in connection with any other aspect of the Prize(s) are the sole responsibility of winner.

5. **ELIGIBILITY:** Sweepstakes open to legal residents of the United States who are 21 years or older. Employees of 313, the Detroit Pistons, Palace Sports & Entertainment, LLC, Olympia Entertainment Events Center, LLC, Farm Bureau Mutual Insurance Co. of Michigan ("Farm Bureau"), and their respective subsidiaries, agents, affiliates, franchisees, licensees, advertising and promotion agencies, and immediate family members of such employees, are not eligible to win. All federal, state and local laws apply.
6. **RESTRICTIONS AND LIMITATIONS OF LIABILITY.** By participating, entrants agree (a) to abide by and be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding; (b) to the use of their names and/or likenesses, photograph, voice, opinions and/or hometown and state for advertising and publicity purposes in any media, worldwide, without additional compensation by the Released Parties (as defined below) unless prohibited by law; and (c) to release 313, the Detroit Pistons, Palace Sports & Entertainment, LLC, Olympia Entertainment Events Center, LLC, Farm Bureau, and their respective parent companies, franchisees/licensees, affiliates, subsidiaries, agents, award supplier, and officers, directors, employees, agents, and representatives ("Released Parties") from any and against all liability arising out of or relating to any Prize received in this Sweepstakes or from participating in this Sweepstakes or any Prize-related activities including, but not limited to, personal injury, death, or damage to or loss of property, or receipt or use or misuse of any aspect of the Prize, including any of the above that may result from or in connection with an accident using the golf cart for the tour provided as a part of the Prize. Entrants waive the right to assert, as a cost of receiving Prize, any and all costs of redemption. Any disputes relating to this Sweepstakes shall be governed by the laws of the state of Michigan and venue for any such dispute shall be Oakland County, Michigan.
7. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Winner must not be under any legal impediment that would prevent the Winner from accepting the Prize, and must be able to participate in the Promotion and accept the Prize on the date or dates specified by Pistons. Otherwise, the Prize will be forfeited.
8. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (6) any inability to conduct the Promotion or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason

beyond the control of the Released Parties. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

9. **DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by, the appropriate State of Michigan Court located in Oakland County, Michigan (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Michigan, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Michigan. Entrant hereby waives any right to trial by jury in any such action or proceeding.
10. **ENTRANT'S PERSONAL INFORMATION:** By participating in the Sweepstakes, entrant agrees to the Sponsor's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <http://www.313presents.com/privacy-policy>. If you opt-in to receive future communications from Farm Bureau, Farm Bureau's Privacy Policy will apply: <https://www.farmbureauinsurance-mi.com/About Us/Privacy and Security/>

ADMINISTRATOR/SPONSOR: 313 PRESENTS, 2525 Woodward Ave., Detroit, MI 48201.