

Official Rules for the Hot Topic x Slipknot Signed Drumhead 2022 Instagram Sweepstakes
("Sweepstakes")

No Purchase Necessary to Enter or Win. A Purchase Will Not Increase Your Chances of Winning.

ALL ENTRANTS (OR THEIR PARENT OR LEGAL GUARDIAN, IF AN ELIGIBLE MINOR) AGREE TO RESOLVE ANY DISPUTE BY BINDING ARBITRATION AND SHALL BE IN THE ENTRANT'S (OR THE ELIGIBLE MINOR'S PARENT OR LEGAL GUARDIAN'S) INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

1. **Eligibility.** The Sweepstakes is open only to legal residents of the United States who reach the age of 16 or older by the Sweepstakes start date¹. Employees of Hot Topic, Inc. ("**Sponsor**") and their subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period.** The Sweepstakes begins at 9:00 AM Pacific Time on September 30, 2022, and ends at 11:59 PM Pacific Time on October 7, 2022 (the "**Entry Period**"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter.** For one (1) initial entry, during the Entry Period, you must: (1) be following the @HotTopicMusic Instagram account; (2) send a Direct Message ("**DM**") on Instagram to the @HotTopicMusic Instagram account that says Slipknot's album title, "The End, So Far"; and (3) follow the response prompts via DM, including confirming you meet the eligibility requirements as outlined in Section 1 above and providing the following information: (i) name, and (ii) email address.

For one (1) bonus entry, you must: (1) be following both the @HotTopicMusic and @Slipknot Instagram accounts; and (2) comment your favorite Slipknot song from their new album, *The End, So Far*, in the comments section of the Sweepstakes Instagram photo posted on September 30, 2022 around 9:00 AM Pacific Time to the @HotTopicMusic Instagram account.

There is a limit of two (2) entries per person. You may not use an agency or any automated system to enter, and Sponsor reserves the right to disqualify any entries received through those methods, as determined by Sponsor, in its sole discretion. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. **Drawing.** On or about October 10, 2022, Sponsor will select one (1) grand prize winner in a random drawing of all valid entries received. The odds of being selected depend on the number

¹ A winner is considered a minor unless he or she is the age of majority in his or her state of residence by the Sweepstakes start date. The age of majority varies by state. The age of majority is 18 for all states except for: Alabama (19), Arkansas (18 or graduation from high school, whichever is later), Delaware (19), Mississippi (21), Nebraska (19), Nevada (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), Ohio (18 or graduation from high school, whichever comes first), Tennessee (18 or graduation from high school, whichever is later), Utah (18 or graduation from high school, whichever is earlier), Wisconsin (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), and Puerto Rico (21).

of valid entries received. Sponsor will attempt to notify the potential winner within three (3) business days of the drawing.

5. **Potential Winner Requirements.** Except where prohibited, a potential winner (or a potential minor winner's parent or legal guardian) may be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, and time permits, an alternate potential winner may be selected in his/her/their place in a random drawing of all remaining valid entries received. Only one (1) alternate potential winner may be contacted. If a winner is a minor in his/her/their jurisdiction, then a parent or legal guardian must claim the prize. A potential winner will be required to provide a valid driver's license or valid government issued photo identification card to confirm eligibility. If the winner is a minor, then the potential minor winner must provide his/her/their parent or legal guardian's valid driver's license or valid government issued photo identification card. If applicable, a prize won by a minor may be awarded in the name of the minor's parent or legal guardian, as determined by Sponsor.
6. **Prizes.** The following prizes will be awarded:

One (1) grand prize winner will receive the following –

- One (1) Drumhead signed by Slipknot (ARV \$100 USD), and
- One (1) \$100 Hot Topic Gift Card (ARV \$100 USD).

The total Actual Retail Value ("ARV") of all prizes totals \$200.00 USD. The winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason, as determined by Sponsor, in its sole discretion.

Odds of Winning. Odds of winning depend on the number of eligible entries received.

7. **General Conditions.** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the Instagram account or email address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. These Official Rules will prevail and control over all shortened versions of these Official Rules found elsewhere. Sponsor shall have the right to interpret and apply these Official Rules to individual circumstances in its reasonable discretion. The Sweepstakes is not sponsored by, endorsed by, administered by, or associated with Instagram in any way.
8. **Release and Limitations of Liability.** By entering, you agree to release the Sponsor and Instagram, and each of their parents, subsidiaries, affiliates, and their respective officers, directors, employees, and agents (collectively, the "Released Parties") from any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but

not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors that may affect the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

9. **Privacy and Publicity.** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
10. **Governing Law, Arbitration, and Class Action Waiver.** THESE OFFICIAL RULES AND THE INTERPRETATION OF THESE OFFICIAL RULES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

YOU (OR YOUR PARENT OR LEGAL GUARDIAN) UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES, OR CONTROVERSIES BETWEEN YOU AND SPONSOR (AND ANY OTHER RELEASED PARTY), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES, AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES, ANY AWARDS, PRIZES OR OTHER BENEFITS OBTAINED THROUGH THE SWEEPSTAKES, THESE TERMS AND CONDITIONS, AND/OR TO THE APPLICATION, ENFORCEABILITY, SCOPE, OR INTERPRETATION OF THIS AGREEMENT TO ARBITRATE ("DISPUTES") SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ALL DISPUTES SHALL BE DETERMINED BY BINDING ARBITRATION (1) ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES EFFECTIVE JUNE 1, 2021 (THE "JAMS RULES"), AND AS MODIFIED BY THIS AGREEMENT TO ARBITRATE; (2) CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR; AND (3) TAKE PLACE TELEPHONICALLY UNLESS AN IN-PERSON HEARING IS SPECIFICALLY REQUESTED BY EITHER PARTY, IN SUCH CASE IN-PERSON HEARINGS SHALL TAKE PLACE AT A MUTUALLY AGREED UPON LOCATION, OR IF THE PARTIES CANNOT MUTUALLY AGREE UPON A LOCATION, THE COUNTY WHERE YOU RESIDE. TO THE EXTENT THAT THIS AGREEMENT TO ARBITRATE CONFLICTS WITH THE JAMS POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS (THE "MINIMUM STANDARDS"), THE MINIMUM STANDARD IN THAT REGARD WILL APPLY.

DISPUTES MAY ALSO BE REFERRED TO ANOTHER ARBITRATION ORGANIZATION IF YOU AND SPONSOR AGREE IN WRITING, OR TO AN ARBITRATOR APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling JAMS at 800-352-5267. To commence an arbitration, a Demand for Arbitration is required to be executed and served on Sponsor. Service of the Demand for Arbitration on Sponsor can be mailed to Hot Topic, Inc., ATTN: Hot Topic Legal Department, 18305 E. San Jose Ave., City of Industry, CA 91748, pursuant to the instructions provided by JAMS to submit a Dispute for arbitration.

BECAUSE THE SWEEPSTAKES PROVIDED TO YOU BY SPONSOR CONCERNS INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE

ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE CALIFORNIA STATE OR U.S. FEDERAL LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. YOU AND SPONSOR VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR SPONSOR HAVE TO A JURY TRIAL.

NO CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND SPONSOR AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. NEITHER YOU NOR SPONSOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ENTRANTS/CONSUMERS, OR ARBITRATE ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Further, unless both you and Sponsor expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

In the event you commence arbitration, after Sponsor receives notice that you have initiated arbitration, Sponsor will promptly reimburse you for your payment of the filing fee and Sponsor will pay any case management fees associated with the arbitration and the professional fees for the arbitrator's services.

11. **Winner's List.** To request the name of the winner, send a self-addressed, stamped envelope to Hot Topic, Inc., Attention: Social Media, 18305 E. San Jose Ave., City of Industry, California 91748. Requests must be received by October 10, 2023.
12. **Sponsor.** The Sweepstakes is sponsored by Hot Topic, Inc., 18305 E. San Jose Ave., City of Industry, California 91748.