SIGNED KISS MERCHANDISE SWEEPS
OFFICIAL RULES

Rules: https://tinyurl.com/ppv-kiss-sweeps

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

PROMOTION DESCRIPTION: The SIGNED KISS MERCHANDISE SWEEPS (the "**Sweepstakes**") begins on 11/16/23 at 12:01 a.m. Eastern Time ("**ET**") and ends on 11/30/23 at 11:59 p.m. ET (the "**Promotion Period**"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of iN DEMAND L.L.C. ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal residents of the 50 United States and the District of Columbia who are eighteen (18) years of age or older are eligible to enter. Employees, officers and directors of Sponsor, and each of their owners, parents, subsidiaries, affiliates, distributors, retailers, sales representatives, prize suppliers, advertising and promotion agencies (collectively, the "**Promotion Entities**") and each of the foregoing's immediate family members (spouse, parents, siblings and children and each of their respective spouses, regardless of where they reside), and/or those living in the same household, whether or not related, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is subject to all applicable federal, state and local laws and regulations, and void where prohibited by law.

HOW TO ENTER: During the Promotion Period: Log on to your Instagram account and navigate to the @PPV_com account at https://instagram.com/ppv_com. Click "Follow" to follow this page, locate the Sweepstakes post, "Like" the post and list your favorite KISS song in the comments to receive one (1) entry. Following the page is a required element of entry; however, if you already follow this page, you can just locate the Sweepstakes post and follow the remaining steps to receive one (1) entry. An Instagram account is required to enter via this entry method and can be opened for free at www.instagram.com or by downloading the Instagram application onto your mobile phone from your appropriate app store. Entries must be received by 11/30/23 at 11:59 pm ET.

Please Note: Your profile for the social channel used to enter must be set to public for the duration of the Promotion Period and potential winner notification process to be considered. Entries submitted from private profiles will not be considered and will be deemed void. When entering using your mobile phone, standard data fees may apply. See your wireless provider for pricing plan details.

There is a limit one (1) entry per person and per email address/Instagram account throughout the Promotion Period (i.e., a maximum of 1 total entry per person). Entries received from any person or email address/Instagram account in excess of the stated limitation will be void. Internet entry must be made by the entrant and may only be submitted through the applicable social channel. Entries made by any individual (or any entity) other than the entrant, and/or entries originating at any other web site, social channel or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by script,

mechanical, macro or any other device used to automate the entry process, or by any means that subvert the entry process are void.

The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed void. In the event of a dispute, the Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNER SELECTION AND NOTIFICATION: At the end of the Promotion Period, Sponsor will randomly select two (2) potential winners from all eligible entries received and combined throughout the Promotion Period. The potential prize winners will be notified by telephone, mail e-mail, and/or Instagram direct message or comment using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Potential prize winners may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification (or a shorter time if required by exigencies), potential winner may be disqualified and an alternate winner may be selected. If a potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Sponsor, in its sole discretion, may attempt to contact up to three (3) potential winners of the prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. In the event [a] potential winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner[s] set forth herein. **The odds of winning depend on the number of eligible entries received.**

PRIZE:
Two (2) winners will each be selected to win an Official Tour Lithograph signed by each of the current KISS band members. The Approximate Retail Value of the Prize is $550.

GENERAL PRIZE CONDITIONS: No cash alternative, prize substitutions, assignments or transfers will be allowed, except Sponsor reserves the right to substitute [a] prize[s] (or portion thereof) of comparable value if a prize listed is unavailable for any reason. Prize will be delivered only to an address in the 50 United States or the District of Columbia. Prize winner shall be solely

responsible for all applicable federal, state and/or local taxes, if any, and the reporting consequences thereof, and for any other fees or costs associated with prize acceptance and use. All prize details are at Sponsor's sole discretion.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes [a] prize winner's permission for Sponsor to use his/her name, photograph, likeness, voice, biographical information, statements related to this Sweepstakes and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further notification or compensation to, or permission of, such winner and/or any third party. Entrants agree that the Promotion Entities, Meta Platforms Inc. and X Corp. Twitter, Inc. (A) shall not be responsible or liable for, and are hereby released, discharged and held harmless from, any and all liability, costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury or property damage, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, late, lost, damaged, stolen, or garbled entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN INDIVIDUAL WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. No illegible, incomplete, forged, software-generated or other automated entries, or entries produced or submitted by any means which subvert the entry process will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely

undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prize[s] or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select potential winner(s) in a random drawing from all eligible, non-suspect entries received and combined as of the date of the event giving rise to the termination. Inclusion in any such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official 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 illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal court located in New York County, New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Any questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor.

ENTRANT'S PERSONAL INFORMATION: Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on PPV.com.

WINNER'S LIST/OFFICIAL RULES: For a Winner's List (available after 11/14/23 and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to PPV.COM SIGNED KISS MERCHANDISE SWEEPS, PO Box 10188, PMB 31924, Newark, NJ 07101-3188 specifying "Winner's List" or "Official Rules". Requests must be received by 1/14/24. Vermont residents may omit return postage on rules requests.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram or X.