

**Official Rules**  
**“Rock Band™ 4 Van Halen Giveaway”**  
**Sponsored by**  
**Harmonix Music Systems, Inc.**

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
2. **Entry Period:** “Rock Band™ 4 Van Halen Giveaway” (the “Sweepstakes”) commences at 10:00 AM (ET) on November 23, 2015 and ends at 11:59 PM (ET) on November 29, 2015 (the “Sweepstakes Period”). All entries must be received by 11:59 PM (ET) on November 29, 2015.
3. **Eligibility:** This Sweepstakes is open only to natural persons who are residents of one of the 50 States of the United States of America or the District of Columbia. Entrants must be at least 18 years of age or older at time of entry. If 18 is not the age of majority in the jurisdiction in which an entrant resides, such entrant will need to obtain permission from their parent/legal guardian in order to enter the Sweepstakes and be declared a Prize Winner (as hereinafter defined). Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Harmonix Music Systems, Inc. (“HMX”) and its parent company, affiliated companies, subsidiaries, sponsors, advertising agencies, third party fulfillment agencies, Twitter Inc., Facebook, Inc. and Instagram and their respective agents, employees, officers, directors, successors and assigns (collectively, “Released Parties”) are not eligible to enter the Sweepstakes. By participating in the Sweepstakes, each entrant: (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by HMX, and by the decisions of HMX, which are final and binding in all matters relating to the Sweepstakes; (b) agrees that the Released Parties are not responsible for, and agrees to release and hold harmless Released Parties against, any and all claims, injuries or damages arising out of or relating to participation in the Sweepstakes and/or use or misuse or redemption of the Prize (as hereinafter defined); and (c) acknowledges compliance with these Official Rules.
4. **To Enter:** Visit <https://docs.google.com/forms/d/1ZqHBdMjyGvl-nP1AmEWNzy7jYZjVjpkAmckS4PVLfek/viewform> and complete all required fields on the online entry form. Entrants acknowledge and agree to the terms of the Privacy Policy and Terms of Use at [www.harmonixmusic.com](http://www.harmonixmusic.com). All entries submitted in accordance with these Official Rules shall be hereinafter referred to as the “Eligible Entries”. Only one Entry may be entered per person in the Sweepstakes. All entries become the property of HMX. The odds of winning the Sweepstakes depend on the number of Eligible Entries received.
5. **Prize Winner Selection/Notification:** There will be ten (10) total Prize winners (One (1) Grand Prize winner, four (4) Gold Prize winners and five (5) Silver Prize winners) randomly selected from among all of the Eligible Entries on or about December 1, 2015 (each of the total 10 Prize winners, a “Prize Winner”). HMX will make up to two (2) attempts over the 48 hour period following Prize Winner(s) selection to contact the potential Prize Winner(s) via email. If a potential Prize Winner cannot be reached through those efforts during the 48 hour period following the selection of that potential Prize Winner, that potential Prize Winner will be disqualified. A maximum of one (1) Prize may be won by an individual.
6. **Prize Winner Verification:** In order to claim a Prize, the potential Prize Winner may be required to sign an affidavit of eligibility and release of Released Parties from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes or the use/misuse or acceptance of any Prize (or any portion thereof) within three (3) days of being notified as the potential Prize Winner(s). In the event of non-compliance by the potential Prize Winner with any required documentation provided by HMX, such potential Prize Winner shall be disqualified and all privileges otherwise due as the Prize Winner shall be terminated and an alternative potential Prize Winner may be chosen from among all of the remaining applicable Eligible Entries received in HMX’s sole discretion. Entry into this Sweepstakes constitutes agreement to sign such releases and any other documentation required by HMX. All decisions of HMX relating to the Sweepstakes are final and binding. HMX expressly reserves the right to delay the announcement of the Prize Winner(s) for creative or technical reasons or for any other reason HMX deems necessary.
7. **Prizes:** The Grand Prize Winner will receive a “Grand Prize” consisting of one (1) Xbox One console, one (1) Rock Band 4 Band-in-a-Box Bundle for Xbox One, a downloadable token redeemable for one (1) Van Halen Hits Pack 01 downloadable content pack, one (1) set of six 2015 CD remasters of Van Halen David Lee Roth-era albums (Van Halen, NH2, Women & Children First, Fair Warning, Diver Down, 1984), one (1) Van Halen – Tokyo Dome Live in Concert CD and one (1) Tokyo Dome poster. Each Gold Prize Winner will receive a “Gold Prize” consisting of one (1) Rock Band 4 Band-in-a-Box Bundle for Xbox One, a downloadable token redeemable for one (1) Van Halen Hits Pack 01 downloadable content pack, one (1) Van Halen – Tokyo Dome Live in Concert CD and one (1) Tokyo Dome poster. Each Silver Prize Winner will receive a “Silver Prize” consisting of one (1) copy of Rock Band 4 for Xbox One with Legacy Game Controller Adapter, a downloadable token

redeemable for one (1) Van Halen Hits Pack 01 downloadable content pack, one (1) Van Halen – Tokyo Dome Live in Concert CD and one (1) Tokyo Dome poster. The Van Halen Hits Pack 01 downloadable content pack will be delivered through download tokens for Xbox One. An Xbox LIVE® account and internet access are required to redeem the download tokens.

8. The approximate retail value (“ARV”) of the Grand Prize is \$760, the ARV of the Gold Prize is \$285 and the ARV of the Silver Prize is \$115. Each ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be rewarded. No other substitution, transfer or cash equivalent permitted. HMX reserves the right not to award the Prize if it determines, in its sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period. THE PRIZE IS PROVIDED “AS IS”. HMX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9. **Prize Terms:** Arrangements for fulfillment of the Prize will be made by HMX. Prizes are not transferable. The value of the Prize will be taxable to Prize Winner as income. All federal, state and local taxes, and any other costs are solely the Prize Winner’s responsibility. HMX shall have no responsibility or obligation to a Prize Winner or potential Prize Winner who is unable or unavailable to accept or utilize a Prize as described herein. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by HMX, in which case a prize of equal or greater value may be awarded.

10. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY PRIZE WINNER OR ANY BEHAVIOR BY ANY PRIZE WINNERS THAT WILL BRING SUCH PRIZE WINNER OR HMX INTO DISREPUTE (IN HMX’S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER’S DISQUALIFICATION AS A PRIZE WINNER AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Released Parties assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prizes and Prize Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, HMX reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on [www.twitter.com/RockBand](http://www.twitter.com/RockBand) and the Prize may be awarded to a winner to be selected from among all Eligible Entries received up until and/or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by HMX. All interpretations of these Official Rules and decisions by HMX are final and binding. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. HMX reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HMX RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MASSACHUSETTS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless Released Parties from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against Released Parties, and hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. Twitter Inc., Facebook, Inc. and Instagram are not sponsors of this Sweepstakes and do not endorse or otherwise have anything to do with this Sweepstakes.

10. **Request for Name of Prize Winners and Official Rules:** For the names of the Prize Winners and/or Official Rules, send a self-addressed stamped envelope to:

Harmonix Music Systems, Inc.  
40 Broad Street, Floor 7  
Boston, MA 02109  
Attention: Community

All requests for a copy of the Official Rules and for the names of the Prize Winners must be postmarked by the end of the Sweepstakes Period. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Prize Winners". Vermont residents may omit return postage if requesting a set of Official Rules. Copies of the Official Rules may also be printed from HMX's website at <http://webcdn.harmonixmusic.com/media/uploads/RB4VH.pdf>.

11. **Privacy Policy; Web Terms.** HMX will treat all information provided by entrants when entering the Sweepstakes according to HMX's Privacy Policy at [www.harmonixmusic.com/privacy](http://www.harmonixmusic.com/privacy). Each entrant hereby agrees to the web site terms of use at [www.harmonixmusic.com/terms](http://www.harmonixmusic.com/terms).

12. **Sponsors:** This Sweepstakes is sponsored by Harmonix Music Systems, Inc., 40 Broad Street, Floor 7, Boston, MA 02109.