

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE (SEE SECTION 1) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**RIVERBEAT TICKET SWEEPSTAKES ("SWEEPSTAKES")
OFFICIAL RULES**

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

1. ELIGIBILITY: The Sweepstakes is open only to individuals who are legal U.S. residents residing in the state of Tennessee and twenty-one (21) years of age or older at the time of entry. Void where prohibited. Employees, officers, directors, contractors and agents of The Southern Region Advertising Council, Inc. ("Sponsor"), BMW of North America LLC ("BMW NA"), participating BMW dealership(s), Genesco Sports Enterprises, Inc. ("Administrator"), each of their respective parent, subsidiary and affiliated companies, Web masters/suppliers, advertising and promotion agencies involved in the administration, development, fulfillment and execution of the sweepstakes (collectively "Sponsor and Promotion Parties"), and each of their respective IRS dependents, immediate family members (spouse, parent, child, sibling and their respective spouses), and individuals residing in their same household are not eligible to participate or win a prize. The Sweepstakes is subject to applicable federal, state and local laws and regulations. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects.

2. SWEEPSTAKES TIMING: The Sweepstakes begins on April 23, 2025 at 8:00:00 a.m. Central Time ("CT") and ends on April 29, 2025 at 11:59:59 p.m. CT ("Sweepstakes Period"). The time clock of the computer administering the sweepstakes is the official time-keeping device of the Sweepstakes.

3. TO ENTER: During the Sweepstakes Period, visit 2025riverbeat.eventsbmw.com ("Website") and follow the online instructions to register and submit an online entry. **Limit one (1) entry per person/email address for the entire Sweepstakes Period.**

Entry submission must be manually keystroked or entered by the individual participant. All participants must have a valid email address to be contacted by the Administrator if they are selected as the winner. Multiple participants may not share the same email address. The potential winner may be requested to provide Sponsor with proof that he or she is the authorized account holder of the email address associated with the winning entry and/or an eligible participant. In the event of a dispute over the identity of a participant, the entry will be declared to be made by the authorized account holder of the email address used during the submission process. The "authorized account holder" is the person who is assigned to the email address by the online service provider. The potential winner may be required to provide identification sufficient to show that he or she is the authorized account holder of such account. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses/IP addresses may be blocked. Additionally, if it is discovered that a participant used multiple identities, email addresses, phone numbers and/or mailing addresses or manipulated such information, for the purpose of obtaining more than one (1) entry, he or she will be disqualified, and any prize won shall be forfeited.

4. RANDOM DRAWING: The potential winner will be selected in a random drawing to be held on or about April 30, 2025 from among all eligible entries received by the Administrator, whose decisions shall be final and binding in all matters relating to the sweepstakes. Odds of winning depend on the number of eligible entries received.

5. PRIZE DETAILS: **One (1) prize is available to be awarded**, consisting of two (2) single-day tickets to the RiverBeat Music Festival (the "Festival") in Tom Lee Park (Memphis, TN) (runs May 2, 2025 – May 4, 2025). The Sponsor shall determine the date on which the tickets may be redeemed, at the Sponsor's sole discretion. **Transportation, accommodations, parking, meals, gratuities, and all other expenses not specified herein are solely the winner's responsibility.** Approximate Retail Value ("ARV"): \$170.00 (\$85.00/ticket).

Prize conditions: The Festival is subject to change, and cancellation. If a winner cannot attend the Festival on the date specified, prize shall be forfeited and Sponsor shall have no further obligation to such individual. No compensation shall be awarded for a missed prize experience, for any reason. Tickets are subject to terms and conditions as stated on tickets.

Tickets may be provided to winner via a mobile ticketing platform and are subject to terms and conditions of such mobile ticketing platform. Winner may be required to provide a valid email address, download the applicable mobile ticketing app to his or her mobile device, and present tickets at the venue via mobile device. Data rates may apply. Winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticket app (if any). Lost, stolen or damaged tickets will not be replaced or exchanged; and cannot be sold after awarded. If the guest is a minor, the minor guest must be accompanied by their parent or legal guardian who must be the winner. Winner agrees to comply with all applicable venue regulations in connection with the prize. Sponsor, Promotion Parties or venue operator reserves the right to remove or to deny entry to winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or behaves with the intent to annoy, abuse, threaten or harass any other person at the event.

Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility. Winner must accept prize as stated by Sponsor, or prize may be forfeited and awarded to an alternate winner. Any difference between stated value and actual value of the prize will not be awarded. Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Taxes, if any, on the prize are solely the responsibility of the winner. Winner will be required to provide a valid social security number and will receive an IRS 1099 tax form for the ARV of the prize, if applicable.

6. WINNER NOTIFICATION: The potential winner will be notified by the Administrator, via phone and/or email, and will be required to follow the instructions within the notification within twenty-four (24) hours or prize may be forfeited and awarded to an alternate winner. As part of the prize-claim process, the potential winner may be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within the twenty-four (24) hour period. If (a) an attempted prize notification or prize is returned as undeliverable, (b) the potential winner does not respond to the prize-claim instructions as stated within the notification, (c) the required documents are not returned within the required time period as stated above, (d) the potential winner cannot be verified, or (e) the potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Sponsor will attempt to award the prize five (5) times (time permitting). If the originally selected potential winner and four (4) alternate potential winners do not (a) respond to Sponsor's notification as indicated above or (b) accept the prize, the prize will be forfeited and deemed "unclaimed". Sponsor and Administrator are not responsible for (a) suspended or discontinued landline, wireless or online service which may result in a potential winner not receiving a notification; (b) any change in participant's contact information; or (c) any undelivered emails, including without limitation, emails that are not received because of the potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder.

7. GENERAL CONDITIONS: As a condition of entering, participants agree (and agree to confirm in writing) that the Sponsor and Promotion Parties, and each of their respective parent companies, subsidiaries, affiliates, their respective directors, officers, owners, governors, employees, agents, and representatives (collectively "Released Parties"), Instagram, and Meta are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, illnesses, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize, including travel thereto, or participation in the sweepstakes or any Sweepstakes-related activities. Except where legally prohibited, winner grants (and agrees to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of their name, picture, likeness, voice, and biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval.

8. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered entries or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry, or other information, or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, caused by any equipment or programming associated with or

utilized in the sweepstakes; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website or any equipment used for Sweepstakes. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes, to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Use of Website is at user's own risk. The Released Parties are not responsible for injury to participant resulting from participating in the Sweepstakes. If, for any reason, the Sweepstakes, in the sole opinion of the Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly award the prize from among eligible non-suspect entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Additionally, the Released Parties are not liable if any portion of the Sweepstakes (including the prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

9. PRIVACY POLICY: Please see the privacy policy located at <https://my.bmwusa.com/privacypolicy> for details of the policy regarding the use of personal information collected in connection with the sweepstakes. Additionally, any communication between participant, Sponsor and/or the Administrator regarding the sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winner's name may be included in a publicly-available winner's list.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply South Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than those claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'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 THE SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN SPONSOR'S SWEEPSTAKES, EACH PARTICIPANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE**

DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

11. GOVERNING LAW/JURISDICTION: By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant'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 South Carolina, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of South Carolina, in Greenville, South Carolina. By entering, participants consent to the jurisdiction and venue of the federal, state, and local courts located in Greenville County, South Carolina, USA.

12. WINNER'S LIST: For the name of the winner, send a self-addressed, stamped envelope to:
RiverBeat Ticket Sweepstakes Winner's List, PO Box 130, c/o GSE, Dept. 25-8116-23, Glencoe, MN 55336-0130, for receipt by May 30, 2025.

13. SPONSOR: The Southern Region Advertising Council, Inc., 1155 Hwy 101 South, Greer, SC 29651.

The Sweepstakes is in no way offered, sponsored, endorsed or administered by, or associated with Instagram or Meta. Any questions, comments or complaints regarding the Sweepstakes shall be directed to the Sponsor and not to Instagram or Meta.