

2023 LET'S MAKEMUSIC THIS SUMMER CHALLENGE OFFICIAL RULES

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

1. **Sponsor Company:** The 2023 Let's MakeMusic This Summer Challenge ("**Contest**") is offered by MakeMusic, Inc., 285 Century Place, Louisville, Colorado 80027 ("**MakeMusic**").
2. **Terms and Conditions.** By participating in the Contest, you fully and unconditionally agree to and accept these Official Rules and the decisions of the MakeMusic, which are final and binding in all matters related to the Contest. Your ability to receive a prize is contingent upon all of the requirements set forth herein.
3. **ELIGIBILITY:** This Contest is open only to legal residents of the fifty United States, the District of Columbia and Canada who, at the time of entry are at least 18 years of age (or the age of majority in their state of residence, if higher than 18) and are educators who use Sponsor's MakeMusic Cloud™ program with their students. **This Contest is void in Arizona, Quebec and any jurisdiction where prohibited or restricted by law.** Employees, officers and directors, their immediate family members (spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of MakeMusic, its affiliates, subsidiaries, advertising and promotion agencies and those entities associated with the development, distribution or implementation of this Contest are not eligible to participate.
4. **CONTEST PERIOD:** This Contest entry period runs from 12:00:00 a.m. Wednesday, May 17, 2023 Pacific Daylight Time ("**PDT**") until 11:59:59 p.m. PDT on Monday, July 31, 2023 (the "**Contest Entry Period**"). The period of time for which engagement will be measured for Prize eligibility will begin on 12:00:00 am on June 1, 2023 and will end on 11:59:59 pm on July 31, 2023 ("**Contest Period**"). MakeMusic's computer will be the official clock for the Contest.
5. **HOW TO ENTER.** Eligible educators may enter the Contest by filling out [MakeMusic's Official Entry Form](#). You may be eligible to win only one (1) Prize (defined below) during the Contest Period if you enter. Entries will be counted only once. Once the Official Entry Form has been completed, users attached to your MakeMusic Cloud platform should engage with and practice content from the Let's MakeMusic This Summer playlists found on <http://makemusic.com/summer23>.

MakeMusic will collect statistics during the Contest Period regarding your class's engagement with MakeMusic Cloud content and your class's practices. The educator with the classes with the highest level of engagement will win the Prizes. Sponsoring teachers who will be collecting and entering practice data for students without internet access should submit total practice time for said students no later than August 10, 2023.

6. **PRIZES:** Two (2) prizes will be awarded in this Contest.

One (1) prize will be awarded for the entrant whose MakeMusic class has the highest level of engagement, based on the highest total number "plays" by the class students.

One (1) prize will be awarded for the entrant whose MakeMusic class has the highest level of engagement based on the highest average number of “plays” per student in the class.

Each prize consists of one (1) one-hour virtual clinic for the winning educator’s music ensemble with composer Brian Balmages (each a “Prize”). Each prize has an approximate retail value (“ARV”) of \$250.00. MakeMusic reserves the right to substitute any Prize for one of equal or greater value for any reason. The Prizes are not transferable. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of MakeMusic. MakeMusic is not responsible for the inability of the winner to accept the prize or any portion thereof for any reason. Any difference in the stated ARV and the actual value of the Prize will not be awarded. The winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. **PRIZES ARE AWARDED “AS IS” WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY MAKEMUSIC, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** **ODDS:** MakeMusic estimates that the odds of winning each Prize will be 1/31,000. The actual odds of winning each prize will depend upon the number of entrants during the Contest Period.

7. **WINNER SELECTION:** On or about August 15, 2023, a panel of qualified judges (as determined by MakeMusic in its sole discretion) will select the two (2) entrants whose MakeMusic class has the highest percentage of engagement, based on the total number of “plays” per class and the average “plays” per user. Plays will be measured: (a) online within the MakeMusic Cloud program; and (b) offline based on the number of offline practice minutes the entrant submits to MakeMusic during the Contest Period via the MakeMusic [Offline Practice Minutes](#) Form. The Offline Practice Minutes Form must be completed by 11:59:59PM August 10, 2023 to be counted. Every 10 minutes of practice time recorded will = one (1) “play” toward the class total. Pressing the “play” or “record” button to conduct a practice or listen to songs in MakeMusic Cloud will = one (1) “play” toward the class total.
8. **TIE BREAKERS:** For the winning category of highest number of total plays per class, in the event two or more classes have the same total number, the class that has the highest average of plays per user will be deemed the winner. For the winning category of the highest number of average plays per user, in the event two or more classes have the same average numbers, the class that has the highest total number of plays will be deemed the winner.
9. **Winner Notification.** POTENTIAL WINNERS WILL BE NOTIFIED BY PHONE AND/OR EMAIL AND WILL BE REQUIRED TO RESPOND WITHIN FIVE (5) DAYS OF INITIAL NOTIFICATION and may (at MakeMusic’s discretion) be required to complete, sign and return to MakeMusic an affidavit of eligibility and liability/publicity release within seven (7) days of receipt of such documents from MakeMusic before accepting the prize. Failure by entrant to respond to the initial verification within five (5) days of initial notification or failure to return the documents prior to the deadline may result in disqualification, any prize won may be forfeited, and MakeMusic may select an alternate winner from the remaining eligible entries. Potential winners must follow the Prize claim instructions and any subsequent claim instructions, or the Prize will be forfeited in its entirety. MakeMusic shall have no liability for a winner’s failure to receive notices due to winners’ spam, junk e-mail voicemail malfunction or other security settings or for winners’ provision of incorrect or otherwise non-functioning contact information.

- 10. Verification of Potential Winners.** In the event a potential winner (a) cannot be reached for whatever reason or the potential winner notification is returned as undeliverable; (b) declines or cannot accept, receive or use the Prize for any reason; (c) is found to be ineligible to enter the Contest or receive the Prize, or (d) cannot or does not comply with the Official Rules, an alternate potential winner may be selected, at MakeMusic's sole discretion, from among the other eligible entries received. Once Prize winners are determined, we will work with the winners to designate a date and time for the virtual clinic that will work for all involved parties.
- 11. Hold Harmless/Release.** BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO HOLD HARMLESS MAKEMUSIC AND ITS RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, THE CONTEST JUDGES, AND ANY OTHER PERSON AND ORGANIZATION RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CONTEST, AND ALL OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, EXPENSES, INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR PARTICIPATION IN THE CONTEST, WHETHER UNDER A THEORY OF CONTRACT, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION.
- 12. Publicity.** Except where prohibited or restricted by law, your acceptance of a prize constitutes your agreement and consent for MakeMusic and any of its designees to use and/or publish your full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by you regarding the Contest, MakeMusic or MakeMusic Cloud, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion purposes on behalf of MakeMusic, in any and all forms of media, now known or hereafter devised, without further limitation, restriction, compensation, notice, review, or approval.
- 13. General Conditions.** MakeMusic reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond MakeMusic's control impairs the integrity or proper functioning of the Contest, as determined by MakeMusic in its sole discretion. MakeMusic reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Contest, to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, MakeMusic reserves the right to seek damages from any such person to the fullest extent permitted by law. MakeMusic's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 14. Limitations of Liability.** The Released Parties are not responsible for: (a) 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 Contest; (b) technical failures of any kind,

including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) 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 Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

15. Disputes. To the fullest extent permitted by law, by participating in the Contest, you understand and agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Colorado state court located in Denver, Colorado; (c) any and all claims, judgments and awards you may be entitled to shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will you 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

16. Entrant's Personal Information. Information collected from you as part of this Contest is subject to the [MakeMusic Cloud Privacy Policy](https://wpmedia.makemusic.com/wp-content/uploads/2023/03/MakeMusic-Cloud-Privacy-Policy-April-1.pdf), which is available at <https://wpmedia.makemusic.com/wp-content/uploads/2023/03/MakeMusic-Cloud-Privacy-Policy-April-1.pdf>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

17. SOCIAL MEDIA: The Contest may be advertised or promoted through social media platforms, such as Facebook and Twitter ("Social Media"). You understand and acknowledge, however, that the Contest is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook and Twitter. You agree to adhere to all rules established by Social Media platforms. Any information you provide for the Contest is being provided to MakeMusic rather than Facebook or any other Social Media platform. You fully release Facebook and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Contest.

18. Contest Results. For Contest results send an email to letsmakemusic@makemusic.com with the subject line stating: "Winners List - Let's MakeMusic This Summer Challenge". Requests for the winner list must be received by within 60 days of the end of the Contest Period.