### CARRIE UNDERWOOD'S LETTERS OF HOPE PRIZE DRAW TERMS AND CONDITIONS

### NO PURCHASE NECESSARY TO ENTER OR WIN.

### A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.

**Promoter**: Universal Music Group Nashville, a Division of UMG Recordings, 222 2nd Avenue South, Suite 2200, Nashville, TN 37201 ("Promoter"). Promoter's decisions are final and binding in all matters relating to Carrie Underwood's Letters of Hope Prize Draw; referred hereafter as the "Prize Draw".

**Prize Draw Entry Period**: Prize Draw beings at 12:00:00 A.M. Central Time ("CT") on 23<sup>rd</sup> September 2020 and ends at 11:59:59 P.M. CT on 27<sup>th</sup> December 2020 ("Prize Draw Entry Period"). Prize Draw consists of three (3) monthly drawings ("Monthly Drawings"). Follow the drawing chart in these terms and conditions ("Rules") for entry deadlines for a given Monthly Drawing. The Promoter's agent's computer server will be the time keeping device for the purposes of this Prize Draw.

Eligibility: Prize Draw is open to any person who has reached the age of 16 or older (entrants under the age of 18 must have valid written consent from a parent or guardian before entering the prize draw, which will need to be evidenced to reclaim any prize won and Promoter may require proof that you are eligible to enter the Prize Draw) in the state, province or territory where s/he resides and who at time of entry is a legal resident of Canada (except residents of the province of Quebec), United Kingdom (defined as England, Northern Ireland, Scotland and Wales) or the 50 United States (including the District of Columbia). Void in the province of Quebec and where prohibited by law. Employees of the Promoter, Carrie Underwood ("Artist") and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, and any other individual or company involved in the development or execution of the Prize Draw (collectively the "Released Parties") and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Prize Draw is subject to all applicable federal, territorial and local laws and regulations. No groups, clubs or organizations may participate in this Prize Draw or reproduce or distribute any portion of these Rules to its members.

**To Enter:** Access to the internet is required to enter this Prize Draw. Visit <a href="https://www.carrieseasonofgiving.com">https://www.carrieseasonofgiving.com</a> and follow all onscreen instructions to enter the Prize Draw by providing (in four-hundred (400) characters or less) your original letter of hope, written solely by you, sharing your personal story of how you or someone in your life has given back and entering your first name, last name, email address, country and clicking "Submit". After clicking "Submit", you are officially entered into the pool of eligible entries ("Entry"). By participating in the Prize Draw, each Entrant is confirming that they have read and agree to comply with: (i) these Rules; (ii) Promoter's terms of use, located at <a href="http://privacypolicy.umusic.com/terms/">http://privacypolicy.umusic.com/terms/</a>; and (iii) all other Prize Draw requirements. Upon submitting your Entry, you will qualify for the applicable Monthly Drawing you elect to enter.

To be eligible for a random drawing, entries for a specific Monthly Drawing must be received by 11:59:59 PM CT for a given Monthly Drawing deadline date shown on drawing chart below:

Monthly Drawing	Monthly Drawing Begins	Monthly Drawing Ends
Letters of Hope Drawing #1	9/23/20	10/21/20
Letters of Hope Drawing #2	10/22/20	11/21/20

Letters of Hope Drawing #3	11/22/20	12/27/20
----------------------------	----------	----------

**Limit:** Only one (1) Entry per person. Entries for any given Monthly Drawing will be considered for additional Monthly Drawings. Non-winning eligible Entries will roll over to future Monthly Drawings. Duplicate entries will be disregarded. Multiple entrants are not permitted to use the same email address. All Entries, requests and/or materials submitted become the property of Sponsor and will not be returned or acknowledged.

Any Entry that does not meet the Entry guidelines below and/or conform to the Entry requirements as stated above and on the website registration form, will be disqualified from the Prize Draw.

**Entry Guidelines:** To qualify for the Prize Draw, Entries must comply with the following content guidelines to be eligible.

## Entry <u>cannot</u>:

- Be sexually explicit or suggestive; derogatory of any ethnicity, race, gender, or religion; or profane or pornographic;
- Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
- Defame, misrepresent or contain disparaging remarks about the Artist, the Promoter, or other people and/or companies;
- Contain any use of trademarks, logos, landmarks, copyrighted materials owned by others as determined by Promoter (except for those of Promoter), or contain any personal identification;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Promoter and/or the Artist wishes to associate.

### Entry must:

- Be original and solely created by you. It is your responsibility to obtain, prior to submission of the Entry, the approval and rights to use any content that you did not create;
- Not have been previously published, submitted, or otherwise used for any other commercial purpose.
- Be in the English language.

By submitting your Entry, you warrant and represent that you consent to the submission and use of the Entry in the Prize Draw. Prize Draw entities are not responsible for any unauthorized third-party use of any Entry. Entries will not be held "in confidence" and an Entry does not create a confidential relationship or obligation of secrecy between any entrant and Promoter or any of its affiliates. As an Entrant, you also acknowledge your Entry may be similar or identical in theme, format and/or other respects to other Entries. By entering, you waive any and all claims you may have had, may have, and/or may have in the future that any ideas reviewed and/or used by the Promoter, its affiliates, or their respective officers, directors, employees and agents may be similar to or the same as your Entry. In the event of a dispute over the identity of an entrant or ownership of or rights to the Entry, the disputed Entry will be disqualified in the sole discretion of the Promoter.

**Odds:** Odds of winning are determined by the number of eligible Entries received for a given Monthly Drawing.

Normal Internet access and data usage charges imposed by your carrier or online service will apply. All

Entries become Promoter's property and will not be returned or acknowledged. Use of any automated system to participate is prohibited and will result in disqualification. If an entrant submits more than the number of Entries allowed by these Rules, and/or if the Promoter suspects that an entrant attempted to obtain additional Entries by using multiple email addresses and/or email accounts, registrations, identities or any other method, or if an entrant submits an entry on behalf of another individual, all Entries submitted by the entrant will be declared null and void, and the entrant may be disqualified from participation in the Prize Draw at the Promoter's sole discretion. Promoter is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. Only the "authorized e-mail account holder" may enter this Prize Draw. In the event of a dispute regarding the identity of an entrant, the dispute will be resolved in favor of the individual who is the "authorized e-mail account holder" of the e-mail address provided at time of Entry.

"Authorized email account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the authorized account holder. Promoter can disqualify an individual if their conduct is contrary to the spirit or intention of the Prize Draw.

Prizes & Approximate Retail Value ("ARV"): Three (3) prizes ("Prize(s)") will be awarded. One (1) Prize awarded per Monthly Drawing. Each Prize winner will receive one (1) Letter of Hope prize package consisting of: one (1) artificial Christmas tree, one (1) Christmas tree skirt, one (1) ornament set, one (1) Christmas tree topper and one (1) cookie decorating pack. ARV of each Prize: \$500.00. Total ARV of all Prizes: \$1500.00. All prize values are in U.S. dollars. Prize is not redeemable for cash. Prize is nonassignable and non-transferable. All Prize depictions are for illustrative purposes only. No substitutions are permitted except by the Promoter who reserves the right to award another prize for one of comparable or greater value if the Prize is unavailable. If applicable, any winner from the United States and Canada will be responsible for any federal, territorial, local sales and income taxes or other expenses relating to the use, acceptance and possession of prize. Entrants acknowledge that the Promoter and all other businesses concerned with this Prize Draw and their agents do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of a prize except that each merchandise prize shall be subject to any applicable manufacturer's standard warranties. Prize will be delivered to any winner in the U.K. within thirty (30) days from Monthly Drawing end date. Prizes for winners outside the U.K. will be shipped four (4) to six (6) weeks after winner verification.

Assignment Of Rights: Entrant hereby acknowledges that Entry and all other materials of every kind whatsoever created by entrant relating to the Prize Draw (collectively, the "Work") are a "work made for hire" (as that term is used in the United States Copyright Act) for Promoter and Promoter is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including, without limitation, all copyrights in and to the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, and may exploit the Work (and all rights therein) in any manner throughout the world without restriction on a gratis basis. Without limiting the binding effect of any of the foregoing provisions, in the event that any part of the Work is deemed not to be a "work made for hire" for Promoter, entrant hereby irrevocably and exclusively grants and assigns to Promoter (or, if any applicable law prohibits or restricts such assignment, entrant hereby grants to Promoter an irrevocable, perpetual, royalty-free, transferable license of) on a gratis basis all right, title and interest in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all

renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised. Entrant hereby waives all so-called "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Each entrant agrees and acknowledges that no public performance, synchronization, mechanical, writing, publishing and/or master use royalties, monies or consideration of any kind will be payable in connection with Promoter's, or Promoter's designees and licensees, use of the Work, whether commercial use or otherwise, in any and all media, whether now known or hereafter devised. Entrant warrants and represents that Entrant has the right to this assignment of rights and that the Work is and shall be new and original with Entrant and shall be capable of copyright protection throughout the universe and that it does not and shall not violate or infringe upon any common law or statutory right of any party and is not now and shall not be the subject of any litigation. Entrant shall indemnify and hold the Released Parties harmless from and against any losses, costs, liabilities, claims, damages or expenses arising out of any claim which is inconsistent with any warranty or representation made by the Entrant in this assignment of rights.

Winner Selection and Notification: Each Prize winner will be selected at random by Promoter from among all eligible Entries received during a Monthly Drawing period. Each Monthly Drawing will be conducted within twenty-four (24) hours of a Monthly Drawing end date at the offices of the Promoter (Universal Music Group Nashville, 222 2nd Avenue South, Suite 2200, Nashville, TN 37201) whose decisions are final and binding. An email prize notification will be sent to each potential winner within twenty-four (24) hours of a Monthly Drawing based on the information provided by participant upon Entry. With respect to the U.K., potential winner will need to respond to Promoter within forty-eight (48) hours with their full name and mailing address. Except for any potential winner from the U.K., potential winner will be required to execute and return a Declaration or Affidavit of Eligibility and Liability along with government issued photo identification as determined by the Promoter or Promoter's agent and, unless prohibited by law, Publicity Release ("Affidavit/Release") within forty-eight (48) hours of the prize notification or he/she will be disqualified, and an alternate winner will be selected. If a potential winner is a resident of Canada, s/he must correctly answer, without assistance of any kind, a time-limited mathematical skill testing question administered at a mutually agreeable time by telephone. If a winner is otherwise eligible under these Rules, but is nevertheless under the age of 18 in his or her locale of primary residence at the point of entering this Prize Draw, winner's parent or legal guardian is required to execute any required document on such winner's behalf. If any winner fails to respond to the direct message and prize notification sent to them by email within forty-eight (48) hours of transmission or if the Declaration or Affidavit, Release (if winner is not from the U.K.) is not returned within forty-eight (48) hours of notification, or if Prize notification email is returned as undeliverable; or if a potential winner has failed to execute and return the Declaration or Affidavit (if winner is not from the U.K.), Release or any required document within the specified time period; or if potential winner is otherwise found to be ineligible; or if the selected potential winner cannot accept or receive the Prize for any reason; or if the Prize is returned undeliverable; or if the mathematical skill testing question (if applicable) is answered incorrectly, the potential winner will forfeit the Prize and an alternate winner may be selected from all non-winning eligible Entries in Sponsor's sole discretion. If Sponsor opts to select an alternate potential winner, the alternate potential winner will be notified and be bound by the same conditions and timelines as stated in these Rules. The Promoter reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Should any winner be found to have made any false statement(s) in the Declaration/Affidavit (if winner is not from the U.K.), Release or any required document, that winner will be disqualified and required to promptly return to Promoter his/her prize. Except where prohibited by law in the U.K. or any other eligible state,

province or territory stated in these Rules, entry and acceptance of prize constitutes permission for Promoter and/or any third party associated with the Prize Draw to use each winner's first name, last name initial, city or province and country for fulling any winner's list requirements as required by U.S. promotion law.

Consent and Release: In all applicable territories except the U.K., to the fullest extent possible in law, entrants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from participant's participation, acceptance and use or misuse of Prize or any portion of Prize, including property damage, personal injury or death.

In the U.K., Promoter will not in any circumstances be liable to compensate the winner or accept any liability for any loss, damage, disappointment or injury occurring as a result of entering the Prize Draw or taking up the Prize. Nothing in these Rules shall limit in any way any party's liability under U.K. law for death or personal injury caused by its negligence. Nothing in these terms and conditions shall affect your statutory rights.

In all applicable territories, Promoter is not responsible for any suspension of the Prize Draw or inability to implement the Prize Draw or award a Prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. This Prize Draw shall be governed by and interpreted under the laws of the United States, without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, shall be resolved individually, without resort to any form of class action. Or, mandatory local law provisions outside of United Kingdom law provisions as per the stated governing law may apply.

In all applicable territories except the U.K., ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PRIZE DRAW. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Personal Information & Privacy**: Any personal information provided hereunder will be subject to Promoter's privacy policy at <a href="https://privacy.umusic.com">https://privacy.umusic.com</a> ("Privacy Policy"; note that Promoter is a "UMG Company" as referred to in the Privacy Policy). Promoter will collect, process and use the data provided concerning the Participant and transfer such personal data to the United States for purposes of management of the Prize Draw; it is not possible for you to participate in the Prize Draw without your personal data being processed in this way.

**Disclaimers:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Promoter is not responsible for: (i)

error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Promoter on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (ii) any injury or damage to participant's or any other person's computer related to or resulting from participating in the Prize Draw, or (iii) the failure of any third party to comply with the instructions and proper administration of this Prize Draw. By participating in the Prize Draw entrants: (i) agree to be bound by these Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Promoter and the independent judging organization, which are final and binding in all matters relating to the Prize Draw. Failure to comply with these Rules may result in disqualification from the Prize Draw. In its absolute discretion, the Promoter reserves the right to: permanently disqualify any person it believes has intentionally violated these Rules; and terminate the Prize Draw if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Prize Draw), or to select winner from among all eligible entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THIS PRIZE DRAW IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winners List**: For the results of the Prize Draw (available after the 6<sup>th</sup> of January, 2021: send an email to <u>social@umgnashville.com</u> by the 27th of December, 2020 with "Carrie Underwood Letters Of Hope Prize Draw winners" on the subject line of the email.

**Severability**: If any provision or part-provision of these terms and conditions is held by any court to be invalid, illegal or unenforceable, it shall be struck out but shall not affect the validity or enforceability of any and all remaining provisions.

# FAIR PROCESSING NOTICE FOR ENTRANTS LOCATED IN THE EUROPEAN ECONOMIC AREA:

- 1. For the purposes of applicable data protection laws, Promoter is the data controller in respect of any personal information processed in connection with the Prize Draw.
- 2. Information collected from entrants is subject to Promoter's Privacy Policy at <a href="https://privacy.umusic.com">https://privacy.umusic.com</a> and applicable data protection laws.
- 3. Promoter will process any personal information collected in connection with the Prize Draw for the purposes set out in these Rules (including the management of the Prize Draw) and Promoter's Privacy Policy at <a href="https://privacy.umusic.com">https://privacy.umusic.com</a> and in connection with any future offer any entrant has expressly opted-in to receive. Promoter will only undertake further processing where Promoter has obtained the relevant entrant's consent or has another lawful basis to undertake such further processing.
- 4. It is necessary for Promoter to use each entrant's personal information for the above purposes in order to perform its obligations to each entrant in relation to the administration of the Prize Draw or it is in Promoter's legitimate interest to use each entrant's personal information in the ways described in these Rules in order to ensure the proper administration of the Prize Draw and for the other purposes described.
- 5. Promoter will only share each entrant's personal information with Promoter's group companies, affiliates and suppliers who are assisting Promoter in relation to the above purposes, with any third parties, if applicable, specified in Promoter's Privacy Policy and as otherwise required by applicable law.

- 6. Promoter (and its group companies, affiliates and suppliers) are located in the United States of America and therefore by entering the Prize Draw each entrant acknowledges that his or her personal information will be transferred and processed by Promoter and Promoter's group companies, affiliates and suppliers outside the European Economic Area. Promoter will take reasonable steps to ensure the security of each entrant's personal information in accordance with applicable data protection laws.
- 7. Entrants in the European Economic Area have certain rights in relation to Promoter's processing of their personal information including rights of access, rectification and erasure, a right to restrict processing, a right to data portability and the right to object to certain types of processing (including in relation to direct marketing). If any entrant has a concern about any aspect of Promoter's privacy practices, including the way Promoter has handled the entrant's personal information, the entrant should contact Promoter using the contact details in the "Contact" section above. Entrants can also report any issues or concerns to their local supervisory authority. A list of contact details for all EU supervisory authorities can be found at:http://ec.europa.eu/justice/dataprotection/bodies/authorities/index\_en.htm.

For more information about Promoter's processing activities and how to exercise data subject rights, including to opt out of the Prize Draw and any electronic marketing, please see Promoter's Privacy Policy at https://privacy.umusic.com