

**The #mercurymyfirstconcert Ticket Sweepstakes**  
**OFFICIAL RULES**

**THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN. SWEEPSTAKES OPEN ONLY TO U.S. RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.**

**This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Meta or TikTok. Any information provided is being provided to the Sponsor and not to Meta or TikTok.**

**SWEEPSTAKES DESCRIPTION:** Mercury Insurance is giving away pairs of tickets to Mercury Insurance Concert Series (MICS) shows at FivePoint Amphitheatre, as well as VIP Nation tickets to select winners.

**ELIGIBILITY:** The #mercurymyfirstconcert Sweepstakes (the "Promotion" or "Sweepstakes") is open to U.S. Residents who are 18 years of age or older at time of Entry. Employees, officers, and directors, including immediate family members (i.e., spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of Mercury Insurance Services, LLC ("Sponsor") and any affiliates and subsidiaries, Socialtzye, Mercury's agents or brokers, Live Nation Marketing, Inc. or Live Nation Worldwide, Inc. (collectively "Live Nation"), and each of their respective parents, affiliated companies, subsidiaries, licensees, shareholders, agents, assigns, officers, directors, employees, representatives, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the promotion, including the Instagram/Facebook and TikTok influencers who are awarding the tickets (collectively, "Released Parties") are not eligible to participate.

**PRIZES:** There will be first place prizes and second place prizes as outlined below:

**First Place Prizes**

A total of two (2) winners will be drawn, and the prize packages are outlined as follows:

Each winner will receive one (1) VIP package ("VIP Package") consisting of two (2) VIP Nation® concert experiences for winner and one (1) guest, to one (1) participating concert listed on [www.vipnation.com](http://www.vipnation.com) within the U.S. during the 2023 concert season (excluding festivals). Each VIP Package includes two (2) reserved tickets and other items unique to the experience selected by each winner, not to exceed \$1,600 per winner VIP Package. VIP Package, including specific concert and experiences, are subject to availability, venue capacity, age and artist restrictions. Winner must select VIP Package at least seven (7) days in advance of the selected concert, with the exception of concerts taking place in December, which must be scheduled no later than December 5, 2023. Concert and experiences for a particular concert are not guaranteed. Selection of any seat assignments are at the discretion of Live Nation. All other expenses, including parking, travel, and accommodations, not specifically mentioned herein are solely the winner's responsibility. Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Live Nation into disrepute. Resale of concert tickets and experiences is prohibited. By claiming tickets, you agree to Live Nation's [Terms of Use](#) and to abide by the health and safety measures in effect at the time of your event, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the concert be cancelled, you will be notified as soon as reasonably possible and you will be allowed to select another concert, provided such selection is made within thirty (30) days of notification. Approximate Retail Value of each prize is: One Thousand Six Hundred Dollars and No Cents (\$1,600.00). Any difference between stated approximate retail value and actual value of prize will not be awarded.

Winners to be determined by Sponsor as outlined in these Official Rules.

No transfers or substitution of prizes will be permitted, except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of similar value. Winners are responsible for the payment of all taxes related to the acceptance of the prize. In no event will more prizes be awarded than those listed in these Official Rules.

**Second Place Prizes**

The second place prizes are outlined as follows:

Each winner will receive two (2) reserved tickets to a 2023 select concert at FivePoint Amphitheatre in Irvine, CA. Tickets are redeemable until October 21, 2023, or while supplies last. Tickets are subject to program availability, venue capacity, age and artist restrictions. Tickets to a particular concert are not guaranteed. Winners will select their top concert choices, and Sponsor will provide tickets based on availability. Selection of concert seat location is solely within Live Nation's discretion. **Parking, travel and accommodations not included and are the sole responsibility of winner and guest.** Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Live Nation into disrepute. Resale of tickets is prohibited. By claiming tickets, you agree to Live Nation's [Terms of Use](#) and to abide by the health and safety measures in effect at the time of your event, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the event be cancelled, you will be notified as soon as reasonably possible. Approximate Retail Value of each prize is: \$300 to \$599, depending on the concert selected. Any difference between stated approximate retail value and actual value of prize will not be awarded.

No transfers or substitution of prizes will be permitted, except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of similar value. Winners are responsible for the payment of all taxes related to the acceptance of the prize. In no event will more prizes be awarded than those listed in these Official Rules.

**ENTRY PERIOD:** The Promotion begins on June 12, 2023, at 12:00 AM Pacific Time ("PT") and ends on October 20, 2023 at 11:59:59 PM PT ("Entry Period"). Entries must be received by 11:59:59 PM PT on October 20, 2023. The Sponsor's computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

**TO ENTER:** To enter the Sweepstakes via social media, you'll need to use your Instagram/Facebook or TikTok account. Your account must be set to "public." If you do not have an account on either platform, you must create one. Instagram/Facebook and TikTok accounts are free. Data and usage rates may apply to download and use the applications on a mobile device, and are the sole responsibility of the Entrant. By submitting your information and using or creating an Instagram/Facebook or TikTok account, you agree either to the Meta [Terms of Service](#) or the TikTok [Terms of Service](#), depending on which account you created. If you do not agree to these terms, you cannot use or create an Instagram/Facebook or TikTok account, or participate in this Sweepstakes. If you post your sweepstakes entry, you must keep the respective account public until October 20, 2023 (sweepstakes completion date).

#### **Meta and TikTok Entry Requirements:**

##### **1. Option 1:**

- Various influencer accounts will be posting on Instagram, Facebook, and TikTok about the very first concert they ever attended, using the hashtags #mercurymyfirstconcert and #sweeps
  - Comment on any of these posts with the name of your own first concert you ever attended, using the hashtag #mercurymyfirstconcert and #sweeps in your comment

##### **2. Option 2:**

- Post your own photo/video on Instagram, Facebook, or TikTok about the very first concert they ever attended, using the hashtag #mercurymyfirstconcert and #sweeps in your caption.

#### **Important Information About Your Entry:**

1. One (1) entry will be valid per person.
2. Entries received that are illegible or incomplete will be disqualified.
3. Entrant certifies that the submission is his/her original work, accurate to the entrant's work, and that he/she has all rights to the submission.
4. Entrant irrevocably assigns to Sponsor with full title guarantee, all intellectual property and other rights, which they now have or may in the future have to the entries, or any elements thereof, including without limitation, the copyright therein, the right to make derivative works, copies and to use for any purpose whatsoever in all media, royalty-free worldwide in perpetuity. Sponsor shall have the right to assign or dispose of an entrant's entry

however it sees fit without approval of the entrant.

5. By submitting an entry, you grant permission for the Sponsor and its designees to use your name, city and state of residence and/or likeness for purposes of advertising, publicity and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation notification or permission, unless prohibited by law.
6. Sponsor is under no obligation to correspond with entrant and entry will not be acknowledged or returned.
7. By submitting an entry, you agree that your entry (1) conforms to the Terms of Use/Guidelines and Content Restrictions of [Meta](#) and/or [TikTok](#); (2) conforms to the Guidelines and Content Restrictions below; and (3) Sponsor and/or Administrator, in its sole discretion, and without notice, may remove your entry and disqualify you from the Sweepstakes if it determines that your entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of these Official Rules.

**Guidelines and Content Restrictions:**

1. Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark or other intellectual property rights.
2. Entry must not disparage or embarrass Sponsor or any other person or party affiliated with the promotion and administration of this Sweepstakes.
3. Entry must be original content owned or authorized for use by entrant.
4. Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
5. Entry must not contain any materials relating to lotteries, gambling, tobacco, alcohol or drugs, reference to children or items especially appealing to children, pornography, adult-oriented content or any other sexually-explicit material.
6. Entry must not contain anything that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
7. Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

If the Sponsor determines, in its sole discretion, that the content of the entry does not comply with the restrictions above, the entry will not be eligible for any prize consideration and may be withdrawn without notice from the Sweepstakes at any time. Each entry submission must be manually key stroked and manually entered by the individual entrant; 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 accounts or related e-mail or IP addresses may be blocked. By submitting an entry and using the hashtag(s), entrant acknowledges that he/she has read, understands and agrees to the Official Rules. An entry may only be submitted by a single entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Sweepstakes.

The name of the person submitting the entry must be the authorized holder of such Instagram/Facebook or TikTok account, otherwise the entry may be deemed void. In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized holder of the Instagram/Facebook or TikTok account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes their Instagram/Facebook or TikTok account during the Promotion Period. Proof of submission of entry does not constitute proof of delivery of entry. All entries become the property of Sponsor.

**WINNER SELECTION:** Winners will be selected randomly throughout Sweepstakes period (June 12, 2023 - October 20, 2022) using a randomizer tool.

**WINNER NOTIFICATION AND VERIFICATION:** Notification will be by Instagram, Facebook, or TikTok through a private message to the potential winners. The potential winners will be required to respond to the direction in the message within twenty-four (24) hours with full contact information, proof of identity via a valid photo ID that includes date of birth and state of residence. Potential winners and anyone featured in the video, will be required to complete and sign an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"). Only after completion of an Affidavit, and provision of any other document reasonably requested by Sponsor and Administrator to determine eligibility, may a potential winner be certified by Sponsor and Administrator as a winner ("Winner"). Winners may be required to [1] sign an IRS Form W-9 and furnish his/her social security number, which will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue

Service, as required by law. In the event that a potential winner cannot be contacted, fails to timely return any documents requested, prize notification is returned as undeliverable, is not compliant with these Official Rules, or the potential winner declines the prize for any reason, the potential winner will be disqualified and the prize shall be forfeited at the Sponsor's sole discretion. Sponsor shall have no further obligation to a potential winner who is disqualified.

**USE OF CONTENT:** Entrant irrevocably grants permission without the necessity of entrant's consent to Sponsor (or Sponsor's Agency) to use, modify, edit, or enhance video recording for trade, advertising, marketing or for any other purposes without consideration or payment of any kind.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Sweepstakes, entrant agrees to release, indemnify and hold harmless Released Parties, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize that may be awarded. By submitting any entry, Entrant a) agrees that Sponsor may (but it is not obligated to) broadcast the entry on air, publish it in any form of media, or post it on its website (in whole or in part, edited and unedited) and use it as the subject of commentary, humorous or otherwise; b) waives any right to make any claim against Sponsor with respect to any disparaging or other comment made about the entry; and c) hereby agrees to indemnify and hold Released Parties harmless from any and or all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys' fees) resulting from the information/content contained in your entry about yourself, or any other person mentioned or referenced therein (including without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsor reserves the right to verify the truthfulness of any content in any entry. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, entries that fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process, and/or who is acting in violation of these Official Rules to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non-suspect transactions and entries received as of the termination date. As a condition of entering the Sweepstakes, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at its discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, incomplete, postage-due or garbled entries, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections, including those through and/or by any applicable social media platform or website, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these

Official Rules, in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of Prizes or in any Sweepstakes-related materials, or the cancellation or postponement of any show, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants, participants', or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the Sponsor or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor and/or their respective agents. The Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Sponsor (i) makes no warranty, guarantee or representation of any kind concerning any Prize (or any portion thereof), and (ii) disclaim any implied warranty. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, the Sponsor may elect to identify Winner (from among all non-suspect, eligible entries received to the time of such cancellation and all eligible mail-in entries received or otherwise in a manner determined by Sponsor to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at the Sweepstakes website.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR PLATFORM ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND THE SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY ENTRANT, PERSON, OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of a potential winner based on an email address, the winning entry will be declared made by the "Authorized Account Holder" of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted e-mail address.

**DISPUTES:** To the fullest extent permitted by law, as a condition of entering this Sweepstakes, each entrant agrees that a) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Los Angeles County, California before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of California, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable

taxes will continue to apply while a participant is online in connection with this Sweepstakes, and will be the sole responsibility of such participant.

**WHO WON:** To request the list of winners, send an email with subject line: “#mercurymyfirstconcert Winners” to [advertising@MercuryInsurance.com](mailto:advertising@MercuryInsurance.com). Requests must be received no later than December 31, 2023. The list will be sent when the judging has been concluded and the winners verified.

**SPONSOR:** Sponsor of this promotion is Mercury Insurance Services, LLC, P.O. Box 929, Santa Clarita, CA 91380.

**GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**ENTRANT INFORMATION:** Your information will be collected in accordance with Sponsor’s [privacy policy](#).

**ADMINISTRATOR:** Socialtize LLC, 2150 Park Place, Suite 100, El Segundo, CA 90245.

Meta and TikTok are registered trademarks. Any questions, comments or complaints regarding the Sweepstakes are to be directed to Sponsor, at the address above, not Meta or TikTok.

Live Nation and VIP Nation are registered trademarks of Live Nation Worldwide, Inc. Live Nation is not a Sponsor of this Sweepstakes, and is in no way responsible for the administration of this Sweepstakes, or the selection or verification of winners. All inquiries regarding this Sweepstakes should be directed to the Sponsor or the Administrator.