

TuneDash X-Stream Challenge Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PRIZES AWARDED HAVE ZERO MONETARY VALUE.

1. Eligibility: The TuneDash X-Stream Challenge Contest (the “Contest”) is open to players of the TuneDash game (the “Players”) who are legal residents of the 50 United States (including the District of Columbia) age 13 or older at time of entry. No groups, clubs or organizations may participate in this Contest. Void outside the 50 United States (including the District of Columbia). Employees, contractors, directors, officers, and agents of Music Powered Games, LLC, its parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Contest, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

Participants must also be registered members, or their immediate family members, of Apple Music, the music streaming service offered by Apple, Inc and must have an active Facebook account. If you do not have an Apple Music membership, the game will provide appropriate links and instructions for registering for a 90-day Apple Music Free Trial. If you do not have a Facebook account, you can register for free at www.Facebook.com.

This Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes Player’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. By participating in the Contest, you represent and warrant that you meet the eligibility requirements and acknowledge that failure to meet all eligibility requirements will disqualify you from participating in the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Music Powered Games, LLC, 3077B Leeman Ferry Road, Huntsville, AL 35801 (“Sponsor”). This contest is not sponsored, endorsed or administered by Apple, Inc. nor Facebook, Inc.

3. Entry Period: Sponsor may conduct multiple Tasks under this contest. Players will be notified of each Task, including the start and end dates of the Entry Period, through the TuneDash game and social media. All entries for each Task must be submitted during the Entry Period for that contest.

4. How to Enter Each Task: In order to become an Entrant for a TuneDash X-Stream Challenge contest Task, each eligible Player must

a) Login into their Facebook account using the TuneDash game,

b) Play and complete the X-Stream Challenge game level for the Task at least one time to earn contest entry tickets (“Tickets”). Each ticket is one official entry into the contest. The number of Tickets earned with each play of the X-Stream Challenge game level is determined by the Player’s score for the play of the level. Players may play the X-Stream Challenge level multiple times to earn additional Tickets. Each additional play of the X-Stream Challenge level earns an

increasing number of tickets. For example, the second play earns two times the tickets based on the score earned during the second play; the third play earns three times the tickets based on the score earned during the third play; etc. Sponsor is not responsible for any for Tickets that are late, lost, incomplete, misdirected, stolen, garbled, undelivered, and delayed or any combination thereof. Tasks are subject to change at Sponsor's sole discretion. Any changes to Tasks will be accompanied by an associated change to these Official Rules.

c) Enter the Player's email address so that we may notify winners of prizes for each Task. Multiple players are not permitted to share the same email address. With the entry of their email address, the Player acknowledges that the Player is allowing Sponsor to share their email address with the representative(s) of the artist performing the song so that any prizes that may be offered by the artist can be fulfilled by the artist's representative(s).

5. Prizes: The prizes for each contest Task will be determined at the time of the announcement of each Task. Prizes will have zero monetary value and will consist of game coins and/or social media interaction with recording artists whose songs are used in the X-Stream Challenge game levels for each Task. Multiple prizes may be awarded to multiple Players for each contest Task.

6. Drawings: Within approximately three (3) days after the end of the Entry Period for each contest Task, Sponsor will randomly select winners from among all eligible entries received during the Entry Period for each contest. Odds of any Entrant winning a prize depend on the total number of eligible Entrant Tickets and the number of Tickets received from each Entrant. Winners will be notified via the e-mail address provided during entry into the task. Potential winners are subject to verification. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, MPG reserves the right to award the prize to an alternate Entrant who will also be selected randomly. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within seven (7) days of attempted notification or prize may be forfeited. Prizes won by an eligible Entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address of Entrants. No transfer of any prize to a third party is permitted and prizes may not be redeemed for cash value.

7. Release: As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor; each of its agents or affiliates and each of their officers, directors, employees and agents; and any recording artists and each of their agents or affiliates ("Promotion Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims,

judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

8. Publicity: Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor, any Promotional Parties, and those acting under their authority to use his/her name, photo or video, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

9. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the contest or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify any of this Contest, any associated Tasks, or any part of thereof, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the contests, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor is not responsible for cellular or wi-fi internet network malfunctions or other errors, failures or delays in transmission. Sponsor reserves the right, in its sole discretion, to disqualify any individual and his/her entries it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Binding Arbitration: Any controversy or claim arising out of or relating to this Contest 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 Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that 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 that 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 ENTRANT'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 THIS CONTEST(S) IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST(S), EACH ENTRANT 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 CONTEST(S), OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 7(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

11. Governing Law & Jurisdiction: This Contest and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Alabama, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Alabama.

12. Entrant's Personal Information: Please see the privacy policy located at <https://musicpoweredgames/privacy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. If you are selected as a winner, your information may also be included in a publicly-available winner's list.