

CONTEST OFFICIAL RULES

THE LOCAL NATIVES "WHEN AM I GONNA LOSE YOU" T-SHIRT CONTEST OFFICIAL RULES. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Local Natives "When Am I Gonna Lose You" T-Shirt Contest ("Contest") is sponsored by Seven Four Entertainment, LLC d/b/a Loma Vista Recordings c/o Concord Music Group, Inc., located at 5750 Wilshire Blvd., Suite 450 Los Angeles, CA 90036 ("Sponsor"). The Contest is open to residents of the United States who are at least 18 years or older at the time of entry and who are not presently signed to any record label or publisher under any exclusive agreements and/or other contractual arrangements which prohibit or might prohibit them from participating in any element of this Contest. Employees, contractors, directors and officers of Sponsor and the artist p/k/a "Local Natives" ("Artist"), or any of their affiliates or distributors involved in the administration, development, and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (i.e., spouse, parent, child, sibling, grandparent, and spouse or "step" of each) of each and those living in the same households of any of the foregoing (i.e., persons, whether related or not, who have lived in the same residence for at least three months during the twelve-month (12) period preceding the start date of the Contest) are not eligible to be selected as a Winner Entrant (as defined below) in this Contest.

TO ENTER: Create an original design for a limited-run t-shirt ("Artwork") inspired by the master recording "When Am I Gonna Lose You" ("Recording") featuring the performance of Artist. The Artwork can be modified using any platform the Contest participant(s) ("Entrant(s)") chooses, and the Entrants may utilize, solely for purposes of creating the Artwork, Sponsor's design canvas provided by the Sponsor at www.localnatives.com/waigly. Entrants must post their Artwork to their public Instagram page with the hashtags "#WAIGLYShirt" and "#whenamigonnaloseyou" and tag Artist at @localnatives between October 25th, 2019 at 12:00:00 a.m. PST to November 22nd, 2019 at 11:59:59 p.m. PST ("Contest Period"). The computer of the Sponsor is the official timekeeping device for this Contest.

ENTRY REQUIREMENTS: No purchase is necessary to enter the Contest. By entering an Artwork in the Contest, Entrants hereby warrant and represent that the Artwork conforms to the Contest's "Submission Requirements" set forth herein. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest or creating an Artwork. All submissions must meet the following requirements ("Submission Requirements"), and failure to abide by the Submission Requirements is grounds for disqualification in Sponsor's sole discretion. The Artwork must not contain material which is (or promoting activities which are) harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by the Sponsor in its sole discretion; the Artworks shall not defame, misrepresent or contain disparaging remarks about any persons, products or companies; the Artworks shall not contain materials which are not created entirely by the Entrant or which are owned by others; and the Artworks shall not be in violation of any law.

Limit one (1) entry and Artwork per Entrant (including, as applicable, household, email and/or phone number). Inaccessible and incomplete entries are void. Sponsor is not responsible for late, inaccessible, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account associated with the Instagram page where the entry was submitted or "posted." The authorized account holder shall be deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries (i.e., Artworks submitted) become the property of Sponsor and will not be returned.

BY ENTERING AN ARTWORK, ENTRANTS ACKNOWLEDGE THAT THE ARTWORK MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Sponsor reserves the right to, and may or may not, monitor/screen Artworks prior to posting them to the website [www.localnatives.com/waigly]. Entrants acknowledge that Sponsor has no obligation to use or post any Artwork. By posting and tagging an Artwork, Entrants warrant and represent that: (a) the Artwork is Entrant's original work; (b) the Artwork has not been previously published; (c) the Artwork has not previously received awards; (d) the Artwork does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) Entrant has obtained permission from any person or entity whose name or likeness is used in the Artwork; and (f) exploitation, use, or display of the Artwork via any form of media, will not infringe the rights of any third parties. Entrant shall indemnify and hold harmless, Sponsor, Artist, and Contest Parties from any claims contrary to or in violation of these warranties and representations.

GRANT OF RIGHTS: By entering this Contest, each Entrant hereby acknowledges and agrees that the Artwork shall be a "work made for hire," with all rights therein, including without limitation the exclusive copyright, being the property of Sponsor. In the event the Artwork is considered not to be a "work made for hire," Entrant irrevocably assigns and transfers to Sponsor any and all rights in and to the Artwork on a worldwide, perpetual, irrevocable and royalty-free basis, for any and all purposes including, but not limited to, display, posting for download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Artwork. Entrant agrees that Sponsor shall, from inception, own all right, title and interest in and to each Artwork in perpetuity, free from any claims by Entrant or any other person. Entrant shall have no ownership rights or interest whatsoever in the Artwork and shall not commercially use or exploit such Artwork in any manner whatsoever.

By entering this Contest, each Entrant agrees: (i) that Sponsor has the right to use the Entrant's Artwork and Entrant's name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Sponsor, and in connection with this Contest or other promotions by Sponsor, as Sponsor sees fit, without any further notification or compensation to or of the Entrant; (ii) that Sponsor shall have no obligation (express or implied) to use any Artwork in any manner and Entrant shall not be entitled to any damages or other relief by reason of Sponsor's use or non-use of the Artwork; (iii) to be bound by these Contest Official Rules; (iv) that Entrant may be contacted by Sponsor by email or phone number regarding this Contest; and (v) to indemnify and hold Sponsor harmless from any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrant of the terms and conditions of these Contest Official Rules, including any representations and warranties made herein. By entering this Contest, each Entrant agrees to sign and deliver to Sponsor such documents as Sponsor may reasonably require to effectuate the rights and obligations granted in these Contest Official Rules.

Submission of contact information in connection with this Contest (whether or not required), including mailing address, phone number, and email address constitutes permission for Sponsor to add Entrant to Sponsor's customer database and to contact Entrant in the future for promotional and other reasons. Entrant may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

SELECTION OF WINNER: Artist will review and vote for their favorite Artwork between October 24th, 2019 at 12:00:00 a.m. PST and November 22nd, 2019 at 11:59:59 p.m. PST ("Artist Voting Period"). The Artist, in their sole discretion, will select one (1) Artwork as the "Winner." The Entrant that submitted such Winner Artwork ("Winner Entrant") will receive: five (5) limited-run t-shirts embodying the Winner Artwork (ARV \$25.00 USD per t-shirt) and a cash prize in the amount of Two Hundred United States Dollars (\$200.00 USD).

Approximate combined retail value of all prizes is Three Hundred Twenty-Five United States Dollars (\$325.00 USD). The approximate retail value of the prizes represents Sponsor's good faith determination, which determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

The Winner will be selected by 11:59:59 p.m. PST November 29th, 2019. The Winner Entrant will be posted on Artist's website on November 29th, 2019 at www.localnatives.com/waigly. Entrants acknowledge that the Sponsor shall have no obligations, financial or otherwise, to Entrants and the Winner Entrant, except for those explicitly set forth in these Contest Official Rules. Entrants give the Sponsor the right to transmit Entrants' personal identifying information to the Artist for the purposes of facilitating the award of the contest prizes to the Winner Entrant. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of the Sponsor are final and binding.

GENERAL TERMS: The Winner Entrant is solely responsible for the payment of any taxes on any respective prizes. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable and non-refundable. Prior to the posting or other announcement, the potential Winner Entrant will be notified by phone and/or e-mail and the Winner Entrant will be required to complete, sign and return an "Affidavit of Eligibility and Liability/Publicity Release," to be provided by Sponsor, as a condition of being declared a Winner Entrant. The Winner Entrant will also be required to send a copy of his/her passport, driver's license, birth certificate or other official legal or government document, as proof of age and residency. If the Winner Entrant cannot be contacted within five (5) calendar days of Sponsor's first notification attempt; or if the prize notification is returned as undeliverable; or if a Winner Entrant rejects his/her prize; or, in the event of noncompliance by a Winner Entrant with these Contest Official Rules; or if the "Affidavit of Eligibility and Liability/Publicity Release" is not properly executed, then the Winner Entrant shall be disqualified as the Winner Entrant and shall forfeit the applicable prizes; in addition, an alternative Winner Entrant may be selected as determined by the Sponsor from all remaining eligible Entrants to replace the disqualified Winner Entrant. If a prize, or any portion thereof, cannot be awarded for any reason, such prize will be forfeited. By participating in the Contest, Entrants release Sponsor, Artist, and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest, and agree to resolve any dispute individually, without resort to any class action. By accepting a prize in the Contest, the Winner Entrant agrees that the Sponsor, the Artist, and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. The Winner Entrant grants permission to the Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, as well as the Artwork in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest. This Contest is governed by the laws of the state of California, U.S.A. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles, California, U.S.A. for the resolution of any disputes.

Sponsor reserves the right, in its sole discretion, to substitute a comparable prize of like or greater value for any prize, or to pay any Winner Entrant a cash equivalent (the value of which shall be determined by Sponsor in its sole discretion), for any reason.

LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor, Artist, or Contest Parties resulting from Entrants' participation in or attempt to participate in the Contest or downloading any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor, Artist, or Contest Parties for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of Instagram, in whole or in part for any reason; traffic congestions on the Internet or Instagram; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Contest Official Rules, or any inaccurate or incorrect data contained on Sponsor's or Artist's website. Use of Instagram is at Entrant's own risk. Sponsor, Artist, and the Contest Parties are not responsible for any personal injury to Entrant or property damage or losses of any kind which may be sustained to Entrant's or any other person's computer equipment resulting from participation in the Contest, use of Instagram or the download of any information from the Sponsor's or Artist's website. Sponsor is not responsible for any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Contest Official Rules shall not constitute a waiver of that provision. Entrants engaging in any of the foregoing activities may be disqualified in Sponsor's sole discretion. This Contest is in no way sponsored, endorsed, administered by or associated with Instagram. Entrants release Instagram from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. Each Entrant acknowledges that any information required to be provided for participation and/or to be declared a Winner Entrant in this Contest is being provided to the Sponsor, Artist, and Contest Parties and not to Instagram. Entrants shall not inaccurately tag content or encourage users to inaccurately tag content on Instagram.

WINNER: For the name of the Winner Entrant see <http://www.localnatives.com/waigly> on November 29th, 2019.