2015 Guild M-140 Giveaway Rules

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

2. SPONSOR: Cordoba Music Group, 1455 19<sup>th</sup> St, Santa Monica, CA 90404. "Sponsor and its agents" shall mean Cordoba Music Group, its advertising/promotional and/or fulfillment agencies and their respective parent companies, affiliates, subsidiaries and their respective employees, officers, directors and agents. Sweepstakes Administrator shall mean: Cordoba Music Group, 1455 19<sup>th</sup> St, Santa Monica, CA 90404.

The Giveaway is open worldwide and is subject to all applicable federal, state, provincial, territorial, municipal, and local laws and regulations. This Giveaway is void where prohibited or restricted by law. Employees and agents of Córdoba Music Group, and each of their respective parent companies, affiliates, subsidiaries, divisions, and advertising and promotional agencies and their respective officers, directors and agents (collectively, the "Giveaway Entities") and the immediate family members and persons living in the same household of each are not eligible.

3. HOW TO ENTER: This Sweepstakes begins at: 11:59 PM PST on August 31,2015, and ends 11:59 AM CST on September 30, 2015. You may enter the Sweepstakes via Online Entry: go to www.guildguitars.com before 11:59 PM PST on September 30, 2015 and fill in the required fields. One entry per person ("Entrant"), regardless of the means of entry used. If more than one entry is submitted, only the first such entry submitted will be accepted. Any attempt by a participant to obtain more than the allowable entries by using multiple/different e-mail addresses, identities or any other methods will void all of that participant's entries. No mechanically reproduced entries permitted. Sponsor will not verify receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned.

By entering, Entrants agree to comply with these Official Rules including all eligibility requirements. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and its agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Giveaway without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All entries become the sole property of the Sponsor

and will not be acknowledged or returned.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION: Potential winners will be selected in a random drawing on or shortly after October 1, 2015, by Sponsor or its designee, the Giveaway decisions are final and binding on all matters relating to the Giveaway ("Potential Winner"). Potential Winner will be notified by e-mail ("Prize Notification") and must provide by e-mail within ten (10) days of the date of the Prize Notification (the "Deadline"), his/her full name and a mailing address ("Mailing Information). The mailing address must be a street address (no P.O. Boxes). If a Potential Winner does not provide the Mailing Information in response to the Prize Notification by the Deadline, he/she will be disqualified and an alternate Potential Winner will be selected from all eligible entries received for the original drawing. Provided that the Potential Winner has complied with these Official Rules and meets all of the eligibility requirements set forth herein, Sponsor shall declare the Potential Winner the winner ("Winner"). Return of any Prize Notification or Sweepstakes Documents as undeliverable will result in disqualification, an alternate Potential Winner will be selected from all eligible entries received for the original drawing, and Sponsor shall repeat the winner selection and notification procedures set forth in this Section 5 until a qualified Winner has been selected. \* A note to potential International winners: If drawn from outside the United States, the winner is then responsible for all shipping, customs, and tax costs. Any winner who chooses or is unable to cover these costs will forfeit the prize and a new winner will be drawn at random.

5. PRIZE AND ODDS OF WINNING: Prize(s):

Guild M-140 Value: \$849.99 Odds: Odds of winning depend on the number of eligible entries received.

6. PRIZE CONDITIONS: Selection and specifics of the Prize will be determined in the Sponsor's sole discretion. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. Prize is non-transferable. Odds of winning depend on the number of eligible entries received. Each Entry will have an equal chance of winning. The Prize will be awarded. The Prize is awarded "AS IS" and without WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose).

7. TAXES AND COSTS RELATED TO THE PRIZES: All applicable taxes, including all federal, state, local and other taxes and any license, destination and delivery charges are the sole responsibility of Winner. Winner may be issued a 1099 tax form for the ARV of the Prize.

7. GENERAL CONDITIONS: By participating in this Giveaway, participants agree: (a) to be bound by these

Official Rules, and the Córdoba Music Group Privacy Policy, (b) to release and hold harmless Sponsor and the Giveaway Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the Giveaway and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)); and (c) to be contacted by Sponsor via e-mail and telephone. By accepting the Prize, Winner consents to the use of the Winner's name and/or likeness (including his/her voice, biographical information, city and state of residence, statements, photograph) for advertising and promotional purposes without additional compensation (except if Winner is a resident of TN or where prohibited by law).

9. INTERNET: If for any reason the Giveaway is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Giveaway or web site, and to cancel, terminate, modify, or suspend the Giveaway without notice and to select the winner from all eligible Entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Sweepstakes.

10. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

11. DISPUTES: Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court Los Angeles, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys fees and (3) under no circumstances will entrant 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. All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.