Earth Treasures \$10k Custom Creation Terms & Conditions

- 1. No Purchase Required to Enter or Win
- 2. Eligibility: Townsquare Media Inc. Giveaways (the "Giveaways") are open only to individuals who are legal residents of New Jersey who are 18 years of age or older. Employees of Townsquare Media Inc., their advertising or promotion agencies, those involved in the production, development, implementation or handling of Giveaways, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with the Giveaways (collectively "Giveaway Entities") and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. All U.S., federal, state and local laws and regulations apply. Void in Quebec, Puerto Rico and where prohibited by law.
- 3. Sponsor: The sponsor of the Contest is Townsquare Media Inc. (the "Sponsor") with offices at 8 Robbins Street, Toms River, NJ 08753.
- 4. Agreement to Official Rules: Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5. Voting Period: The start and end dates/times of each Giveaway (the "Voting Period") will be posted on the applicable Giveaway site. The voting date/time for Round 1 of this Giveaway is Monday, December 7th, 2020 at 5 a.m. EST. through Sunday, December 13th at 11:59 p.m. Round 2 will feature the Top 10 vote recievers from Round 1 and will run from Monday, December 14th at 10 a.m. through Sunday, December 20th at 11:59 p.m. EST.
- 6. Voting: The Top 25 entries have been selected by Townsquare Media. Voting is set to 1 time per person per hour per device. Voting results will be hidden for the duration of the contest. The final results are subject to full review from Townsquare Media. The use of any agencies or automated software to submit entries will void all entries submitted by that person.
- 7. Drawing: At the conclusion of the Voting Period, Sponsor will select the names of the potential winners by vote count received during Voting Period. The Top 10 eligible vote receivers will advance to Round 2. The Grand Prize winner will be selected in the same manner. The odds of being selected as the potential winner are 1 in 25. Potential winners will be contacted via email and will be asked to provide their full name, age and mailing address within a specified time period. If a potential winner does not respond within the timeframe stated in the notification email, the Sponsor may select an alternate potential winner in his/her place at random from all entries received during the Entry Period. Limit one (1) prize per household per Giveaway.

- 8. Requirements of the Potential Winners: Except where prohibited, the potential winners may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner (or their parent/legal guardian in the case of a minor) fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received. Potential winner will be required to allow Townsquare Media & Earth Treasures to document the process of the custom engagement ring creation including the use of photo, video, and audio for use on websites, social media, and future advertising campaigns.
- 9. Prize(s): The prize(s) available to be won in a specific Giveaway will be posted on the Giveaway site. The prize(s) for this Giveaway is a \$10,000 custom engagement ring creation from Earth Treasures Fine Jewelers in Eatontown, NJ. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winners are responsible for any taxes and fees associated with receipt or use of a prize.
- 10. General Conditions: In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual for any reason whatsoever, including but not limited to individuals it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 11. Release and Limitations of Liability: By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor and Giveaway Entities from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the

administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Sponsors' and Giveaway Entities' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Sponsor or the Giveaway Entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- 12. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
- 13. Giveaway Results: To request the name of the winners, send a separate, self-addressed stamped envelope (stating the specific Giveaway you are requesting the winners for) to Townsquare Media List, c/o Townsquare Media Inc., 8 Robbins Street, Toms River, NJ 08753. Requests must be received within thirty (30) days from the end date of the applicable Giveaway.
- 14. Uploading Media: If the contest includes uploading media including but not limited to pictures, videos or audio entrant gives Townsquare Media, Inc. unconditional license to use such pictures, video or audio without limitation.