

# Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** Giveaway (the "**Giveaway**") is open only to those who register for "Your Passion, Their Success: Practicing Musician's Summer Symposium," and complete the post-symposium survey. You will receive one entry to the Giveaway for each session you complete in full, which includes watching the video tutorials and providing answers to the questions on the post-tutorial assignments. There are no assignments after the "Meet Your Teacher" or "Conclusion" tutorials. The Giveaway is open to legal residents of the United States and is void where prohibited by law. Employees of Practicing Musician, S.P.C. (the "Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Practicing Musician, S.P.C., as final and binding as they relate to the content. The Giveaway is subject to all applicable federal, state, and local laws.
- 3. Giveaway period:** Entries will be accepted online starting on or about 7/8/2024 at 12:00 AM and ending 7/22/2024 at 11:59 PM. All online professional development sessions must be completed by 7/22/2024 at 11:59 PM, and all post-symposium surveys must be completed by 7/29/2024 at 11:59 PM. All times are (GMT-08:00) Pacific Time (US & Canada)
- 4. How to enter:** The Giveaway must be entered by submitting an entry using the online registration form provided on this site and completing the post-symposium survey. By registering and completing the post-symposium survey, you will receive one entry to the Giveaway for each session you complete in full, which includes watching the video tutorials and providing answers to the questions on the post-tutorial assignments. Each entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Practicing Musician, S.P.C. You may not enter more times than indicated by using multiple e-mail addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Practicing Musician, S.P.C.



5. **Prizes:** There are a total of nine prizes. The approximate retail value of each prize is listed below. The prizes include:

- a. **One (1):** \$1,000 towards a Jupiter instrument, brought to you by KHS America.
- b. **Two (2):** Conductor's batons from Heckman Batons (one per prize)
- c. **Four (4):** \$25 gift cards for sheet music from JPM Music (one per prize)

You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at the time of prize award. The Sponsor shall solely determine the specifics of the prize. No cash or other prize substitution is permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and local taxes, shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of the prize constitutes permission for Practicing Musician, S.P.C. to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner selection and notification:** Winners of the Giveaway will be selected in a random drawing to take place on July 29th, 2024. Winners will be notified via e-mail to the e-mail address they entered the Giveaway with within five (5) days following the winner selection. Practicing Musician, S.P.C. shall have no liability for a winner's failure to receive notices due to the winner's spam, junk e-mail, or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, the prize may be forfeited and an alternate winner selected. The receipt by the winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights granted by you:** By entering this Giveaway, you understand that Practicing Musician, S.P.C., anyone acting on behalf of Practicing Musician, S.P.C., or its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.



- 9. Terms:** Practicing Musician, S.P.C. reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, Practicing Musician, S.P.C. may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Practicing Musician, S.P.C. Practicing Musician, S.P.C. reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions. Practicing Musician, S.P.C. has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws, and should such an attempt be made, Practicing Musician, S.P.C. reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Giveaway, you agree to receive email newsletters periodically from Practicing Musician, S.P.C. You can opt out of receiving this communication anytime by clicking the unsubscribe link in the newsletter.
- 10. Limitation of liability:** By entering you agree to release and hold harmless Practicing Musician, S.P.C. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 11. Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF WASHINGTON STATE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resorting to any form of class action, exclusively before a court located in WA having jurisdiction. Further, in any such dispute, under no circumstances will the participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.



- 12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Practicing Musician, S.P.C. Web Site. Read the Privacy Policy here: <https://app.practicingmusician.com/privacy-policy>.
- 13. Winners list:** To find out the names of the winners, please email us at [training@practicingmusician.com](mailto:training@practicingmusician.com). In the body of the email, type 'Please e-mail me the winners list' for the Practicing Musician, S.P.C. Giveaway.
- 14. Sponsor:** The Sponsor of the Giveaway is Practicing Musician, S.P.C., 2433 NW 197th Street, Shoreline, WA, 98177, United States.
- 15.** This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, YouTube, Pinterest, LinkedIn, or Google. You understand that you are providing your information to the owner of this Giveaway and not to Facebook, Twitter, YouTube, Pinterest, LinkedIn, or Google.

