

OFFICIAL RULES

1/3/14 (Second Draft)

NO PURCHASE IS NECESSARY TO PLAY OR WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The 2014 GRAMMY® Nominees Album GRAMMY® Ticket Game (“Game”) starts at 12:00:01 AM Eastern Time (“ET”) on 1/21/14 and ends at 11:59:59 PM ET on 4/15/14 (“ENTRY PERIOD”).

BY PLAYING THE GAME AND/OR ENTERING THE GAME’S SECOND CHANCE DRAWING, EACH ENTRANT AFFIRMS THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTED THESE OFFICIAL RULES.

ELIGIBILITY: Game is open to legal residents of the 50 United States and the District of Columbia age 18 or older at time of entry. The Game and any website pages and advertisements relating thereto, are intended for viewing solely within the 50 United States. Employees of Atlantic Records (the “Sponsor”), The Recording Academy their respective parent companies, artists, affiliates, subsidiaries, agents, advertising and promotions agencies, crew members, and any other individual or company involved in the development or execution of the Game (“Released Parties”) and their immediate families (parents, siblings, children and their respective spouses) and same households of each, whether or not related are not eligible to play or win. Void where prohibited by law. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these Official Rules or entry forms to its members. All persons, by participating in this Game and/or by entering the Second Chance Drawing and/or by submitting an instant win prize claim, agree to be bound by these Official Rules and the decisions of the Sponsor and Ventura Associates (the “independent judging organization”) shall be final and binding.

INSTANT WIN GAME DETAILS: A unique code (“game piece”) appears inside selected copies of the 2014 Grammy® Nominees Album (“CD”). If your CD does not contain a unique code, or if you wish to receive one for free, you can request one while supplies last, by sending your name, address, and birthdate along with a self addressed stamped envelope to: 2014 Grammy® Nominees Album Game Piece, c/o Ventura, 60 East 42nd Street, Suite 650, New York, NY 10165. Residents of Vermont need not affix return postage to request for free game piece. Request for free game piece must be postmarked no later than 4/15/14 and received by 4/22/14. Limit: One request per person/envelope. If a game piece request is received between 4/8/14 and 4/22/14, the independent judging organization will play for the entrant on his or her behalf and will also enter entrant into the Second Change Drawing (if applicable). Only winners will be notified.

HOW TO PLAY: Visit <http://www.GRAMMY.COM/2014GRAMMYALBUM> and follow all onscreen instructions, including providing your unique code when prompted to do so. After you accept or decline any promotional offer(s), you will receive either a potential winning or non-winning message. Your online game play must be received by 11:59:59 PM ET on 4/15/14. Limit: One play per person and/or e-mail address per unique code. If you receive a potential winning message, your confirmation as a winner is subject to verification and meeting eligibility requirements. Mail original game piece containing your unique code along with your name, complete address, birthdate, and phone number via certified return

receipt mail to: Ventura Associates, Dept.: DE/GRAMMY® Ticket Game, 60 East 42nd Street, Suite 650, New York, NY 10165. ALL PRIZE CLAIMS MUST BE RECEIVED BY 4/22/14. If you receive a non-winning message, you are not a winner, but your entry information will be automatically entered in the Second Chance drawing for any unclaimed prize(s). If you do not have Internet access, mail your unique code to the independent judging organization (“judges”) and the judges will play for you. Send original game piece containing your unique code along with your name, address, birthdate, and phone number to: 2014 GRAMMY® Ticket Game Play, c/o Ventura Associates at the aforementioned New York address. All requests must be received by 4/22/14. Upon receipt of your request, the judges will play on your behalf. Only winners will be notified.

PRIZES: TWENTY ONE (21) INSTANT WIN PRIZES ARE GUARANTEED TO BE AWARDED. Instant Win Prizes and Approximate Retail Values (“ARV”) for each prize are as follows: One (1) Grand Prize: A trip for winner and one (1) guest to attend the 57th Grammy® Awards (“Event”) in 2015 (ARV: \$4,000.00). Twenty (20) Second Place Prizes: T-shirt (ARV: T-shirt prize is a promotional item and has no retail value). T-shirt style and size will be determined by Sponsor. Total ARV of all Prizes: \$4,000.00. Odds of winning estimated at 1:255,000 for the Grand Prize and 1:12,750 for a Second Prize. Limit: One prize per person or household. If actual value of any prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent. No substitution of any prize offered, no transfer of any prize to a third party is permitted and prizes may not be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute any prize for a prize of comparable or greater value. All fees, federal, state, local or other expenses relating to the use, acceptance and possession of any prize are the sole responsibility of each winner. Taxes are the responsibility of each winner. An IRS form 1099 will be filed in the name of the winner for the retail value of any prize valued at \$600.00 and higher. GRAND PRIZE DETAILS: Grand Prize is for winner and one (1) guest to attend the Event. Date and location of Event will be provided to winner when available, but no later than two (2) months prior to travel. Winner and guest must travel on same itinerary and dates specified by the Sponsor or forfeit all rights to the trip. Grand Prize consists of: round trip coach airfare to/from a major commercial airport nearest to winner’s primary residence or ground transportation, if winner resides within 100 mile radius of Event city (as determined by Sponsor at its sole discretion); double occupancy accommodations for two (2) nights (room and room tax only), and two tickets to Event. Selection of Event seats are at the Sponsor’s sole discretion. All meals, ground transportation (other than as noted), taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the Grand Prize Winner’s sole responsibility. Events tickets are not for resale. Entrants acknowledge that Event is beyond the control of the Sponsor and are subject to being rescheduled, modified or cancelled. In the eventuality the Event is postponed or canceled, no compensation or substitution will be provided and the Sponsor shall have no further obligation to the winner other than to a trip to the location of Event minus the Event portion of prize. Should this be the case, trip must be taken within twelve (12) months from the date of prize notification. If for any reason whatsoever, Grand Prize winner is unable to travel or attend the Event for any reason whatsoever after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to such winner. Winner and guest are responsible for obtaining proper documentation (i.e., valid photo ID), prior to travel. Guest must meet the age of majority within his/her jurisdiction and will be required to execute and return a Liability/Publicity Release prior to travel. Travel, hotel and other accommodations are subject to availability. Certain restrictions may apply. Winner and guest must comply with any security procedures or measures imposed by Event’s personnel and/or its representative(s). Sponsor and/or Event’s personnel/representative(s) reserve the right in their sole discretion to suspend or cancel a winner’s

and/or guest's attendance at Event due to non-compliance with any security procedure or inappropriate behavior or misconduct. MERCHANDISE PRIZE DETAILS: Winners of any merchandise prize acknowledge that the Released Parties and their agents do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of prize except that prize shall be subject to its manufacturer's standard warranty, if any.

SECOND CHANCE DRAWING TO AWARD UNCLAIMED PRIZES: If any prize claim is not received by 4/22/14 or if an instant win prize is forfeited for any reason whatsoever, it will be awarded in a Second Chance Drawing to be conducted on or about 5:00 P.M. (ET) on 4/24/14. Odds of winning Second Chance Drawing are determined by the total number of eligible entries received and total number of available unclaimed prizes.

WINNER NOTIFICATION: Once a potential winning game piece is verified, the potential winner will be notified by email, U.S. mail and/or overnight carrier. Each winner must be able to receive phone calls from an unlisted/blocked number. The contact information provided on entry will be used to notify winners. Grand Prize winner will be required to complete and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents ("Prize Notification Documents") within ten (10) days of date specified on notification, or he/she may be disqualified. Prepaid overnight mailing envelope may be provided. The Sponsor reserves the right to investigate Grand Prize Winner to determine if s/he has been truthful, and to disqualify him or her if the Official Rules requirements were not met. A background check may be conducted on Grand Prize winner. A parent or legal guardian will be required to complete and return all required documents on behalf of any eligible minor. If Affidavit/Release, and/or a prize notification or a prize is returned as undeliverable or if a prize is forfeited, or if required documents are not returned within the stated time period, or if a selected winner cannot accept or receive the prize for any reason, or if he/she is not in compliance with these Official Rules, the corresponding prize may be awarded to an alternate winner from all eligible Second Chance Drawing entries. A prize may be forfeited if winner is not reachable at address or phone number provided or a forwarding address is not made available. Prize award notices will be sent to each winner approximately thirty (30) days after verification. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Furthermore, Sponsor and/or its agents may film, record and/or take photographs before/during/after the Event, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or its promotion partners/agents and their respective products and services. No additional compensation will be provided for any resulting footage.

RELEASES: Participating entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of a prize awarded herein; or 2) participation in the Game or any prize related activities, including but not limited to traveling to or from any prize related activity. Sponsor is not responsible if Game cannot take place or if any prize cannot be awarded due to travel cancellations, delays or

interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Game or use or redemption of any prize. Released Parties assume no liability or responsibility in connection with the safety or performance of any prize awarded hereunder nor in connection with any warranty or representation therewith.

GENERAL CONDITIONS: Prize claims subject to verification by, and Second Chance Drawing conducted by, an independent judging organization whose decisions are final. All entries, requests and/or materials submitted become the property of Sponsor and will not be returned or acknowledged. No mechanically reproduced or photocopied requests will be accepted. Sponsor is not responsible for any typographical, printing, or other errors; or for entries that are late, lost, incomplete, misdirected, stolen, mutilated or illegible, postage due, damaged, torn or separated mail due to improper packaging or any combination thereof. Game pieces that contain printing errors, are tampered with, illegible, photocopied, mechanically reproduced, distributed where prohibited by law or not obtained through regular channels will be deemed null and void. Liability for any irregular game piece will be limited to replacement with another. If through printing or production errors, more winning unique codes are printed and distributed than those prize quantities offered in the Official Rules, no more than the actual number of prizes per the Game's Official Rules will be awarded. Should such a situation occur winners will be determined in a random drawing from among all submitted eligible and verified winning prize claims at that level. All game pieces are subject to verification. Anti-fraud detection devices may be used to verify winners. Game pieces will be void if they fail to pass anti-fraud detection measures or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, stolen, unauthorized or illegible in any way, or if they fail to contain special markings and/or security codes used by Sponsor and its agents in this Game.

The Sponsor reserves the right to cancel or modify the Game, including the Second Chance Drawing, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award any prize at random from among the eligible, non-suspect entries received for the Second Chance Drawing up to the time of the impairment. The Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof. Sponsor is also not responsible for any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any materials in the Game. CAUTION: Any attempt by an entrant to deliberately damage Game's web site or undermine the legitimate operations of the Game is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and diligently pursue all remedies against any such individual to the fullest extent permitted by law.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Game, each entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Game, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at

such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering/playing this Game), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Game, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

CONFIDENTIALITY AND PRIVACY POLICY: Any information collected by playing the Game or entering the Second Chance Drawing shall be used only in a manner consistent with these Official Rules and Sponsor's privacy policy located at: <http://www.GRAMMY.COM/2014GRAMMYALBUM>.

WINNERS LIST: For winners list (available after 5/31/14), visit <http://www.GRAMMY.COM/2014GRAMMYALBUM> or send a self-addressed, stamped envelope for receipt by 5/31/14 to: 2014 GRAMMY® Nominees Album GRAMMY Ticket Game Winners, c/o Ventura Associates, 60 East 42nd Street, Suite 650, New York, NY 10165.

SPONSOR: Atlantic Records, 1290 Avenue of the Americas, New York, NY 10104.

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