

Pearl Jam Presents “Home Run Hitting Contest” Official Rules

NO PURCHASE NECESSARY.

The Pearl Jam Presents “Home Run Hitting Contest” (“Contest”) begins at 10:00:00 AM Eastern Time (“ET”) on 11/21/2017 and ends at 3:00:00 PM ET on 1/15/18 (“Contest Play Period”).

SPONSOR: Republic Records, a division of UMG Recordings, Inc., 1755 Broadway, New York, NY 10019 (“Sponsor”) is responsible for all aspects of this Contest.

ELIGIBILITY: Contest is open to legal residents of the 50 United States (including the District of Columbia) age 13 or older at time of entry. Employees of Republic Records, a division of UMG Recordings, Inc. (the “Sponsor”), Pearl Jam (the “Artist”), and their respective parent companies, affiliates, subsidiaries, agents, advertising and promotions agencies, and any other individual or company involved in the development or execution of the Contest (“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. No groups, clubs or organizations may participate in this Contest or reproduce or distribute any portion of these official rules (“Official Rules”) to its members. Void outside the 50 United States (including the District of Columbia) and where prohibited by law. The Contest and any website pages and advertisements relating thereto, are only intended for viewing within the 50 United States. By participating in the Contest, you represent and warrant that you meet the eligibility requirements and acknowledge that failure to meet all eligibility requirements will disqualify you from participating in the Contest.

HOW TO PLAY: Follow the on-screen instructions at <http://8bitbaseball.pearljam.com/> (the “Website”) to select a virtual member of Pearl Jam as your character, press “Start”, and using the space bar on your computer to swing the bat; accumulate points equivalent to the distance of each home run (“Task”) achieved within sixty (60) seconds. Upon completion of the sixty (60) seconds of play, follow the on-screen instructions to submit your score in order to track and accumulate points via the Contest leaderboard. Points will be awarded in various denominations based upon the total accumulation of distance reached per Task. Players will have the opportunity to earn a minimum of three hundred and twenty (320) points and up to a maximum of six thousand four hundred and ninety-two (6492) points per additional Task executed. During the sixty (60) seconds of play, each player who completes two (2) Tasks with a distance greater than four hundred and forty (440) feet will receive a bonus thirty (30) seconds of play. Points awarded per Task(s) are subject to change at Sponsor’s sole discretion. Points earned are subject to all notices posted online including Sponsor’s privacy policies. Multiple players are not permitted to share the same email address. Sponsor is not responsible for any typographical, printing, or other errors; or for game plays that are late, incomplete or delayed and/or for points that are: lost, misdirected, stolen, garbled, undelivered, or any combination thereof. All requests and/or materials submitted become the property of the Sponsor and will not be returned or acknowledged.

WINNER DETERMINATION: At the conclusion of the Contest Play Period, the player with the greatest number of points will be declared the winner. In the event of a tie among players, the player that obtained the tied score first will be declared the winner. In the event of a further tie, the winner will be determined based on which player enrolled to participate in the game. Sponsor’s decisions are final in all matters relating to the Contest.

PRIZE: The top scoring player will receive one (1) official Cubs baseball autographed by the members of Pearl Jam and one (1) custom Pearl Jam baseball bat. If winner cannot accept the prize for any reason, or if he/she is not in compliance with the Official Rules, such winner will be disqualified and the corresponding prize may be awarded to the player with the next highest score on the leaderboard. Approximate retail value (“ARV”) of prize: \$200.00. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent. No substitution of prize offered, no transfer of prize to a third party is permitted and prize may not be redeemed for cash value,

except by Sponsor, who reserves the right in its sole discretion to substitute prize. All taxes or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of winner.

WINNER NOTIFICATION: Winner must be able to receive calls from an unlisted/blocked number. The contact information provided at time of registering to play the Contest will be used to notify winner. Winner may 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 five (5) days of date specified on notification, or he/she may be disqualified. If prize notification or prize is returned as undeliverable or if a prize is forfeited, or if any required document is not returned within the required time period, or if a winner cannot accept or receive the prize for any reason, or if winner is not in compliance with the Official Rules, the prize may be awarded to an alternate winner. Prize award notices will be sent to winner approximately three (3) days after verification. Except where prohibited by law, participating in the Contest and acceptance of prize constitute permission for Sponsor and its agents to use 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. If winner is an eligible minor, parental permission will be required for publication of winner's fan handle or full name via a public forum.

RELEASES: Participating players agree to the Official Rules and the decisions of 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 prize awarded herein; or 2) participation in the Contest or any prize related activities, including but not limited to traveling to or from any prize related activity. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to cancellation, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or use or redemption of prize.

GENERAL: By playing, each player affirms that they have read, understand and accepted the Official Rules. Any information collected by playing the Contest shall be used only in a manner consistent with the Official Rules and the Sponsor's privacy policy. The Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, the Sponsor reserves the right not to award prize. 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 Contest materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive Contest related information (including points) by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to a player's or any other person's computer related to or resulting from playing or downloading any materials in connection with the Contest. Sponsor, in their sole discretion, reserves the right to disqualify any player who engages in any conduct the Sponsor deems to be improper, unfair or otherwise adverse to the operation of the Contest. Such improper conduct includes, but is not limited to, falsifying personal information required during Contest registration or prize claim, violating any Official Rules stated herein, accumulating points through illegal methods or unfair tactics. **CAUTION:** Any attempt by a player to deliberately damage the Contest's website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such player to the fullest extent permitted by law.

DISPUTES: This Contest is subject solely to the applicable federal, state and local laws of the 50 United States and is not subject to any laws outside of the 50 United States; provided, however, that, except where prohibited, by participating in the Contest player agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Contest or prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal or state courts located in New York, NY, U.S.A; (d) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering to play this Contest, but in no event attorneys' fees; and (f) under no circumstances will player be permitted to obtain awards for, and player hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules , or the rights and obligations of the player and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of New York.

WINNER'S LIST: For winner's list (available after 1/30/18), send a self-addressed, stamped envelope for receipt by 1/15/18 to: Pearl Jam Home Run Hitting Contest, Winner List c/o Republic Records, 1755 Broadway, New York, NY, 10019.

OPT-IN/OUT: By providing your personal information and/or email address, you agree to receive future information from the Sponsor or its subsidiaries by either email or regular mail. To be removed from the Sponsor's email or mailing list, please visit: <https://privacypolicy.umusic.com/>.