

#SingwithFred Contest Rules

NO PURCHASE NECESSARY. A purchase will not increase your chances of winning.

ELIGIBILITY: The #singwithfred contest is open to all current legal residents of South Carolina in the United States who are at least 18 years old at the start of the contest (“Entrants”). The Sweepstakes is sponsored by the South Carolina State Fair, 1200 Rosewood Ave, Columbia, SC 29201 (“Sponsor”). Void where prohibited by operations of law. Employees, shareholders, officers, directors, agents, representatives of Sponsor (“Prize Provider”) and the promotion and advertising agencies of any aforementioned entity (“Sweepstakes Entities”), and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether related or not), and each person or entity connected with the production or administration of the Sweepstakes, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

SWEEPSTAKES PERIOD: The Sweepstakes begin at 06:01 p.m. EDT on Thursday, September 6, 2018, and ends at 11:59 p.m. EDT on Tuesday, October 9, 2018 (Sweepstakes Period). During the Sweepstakes Period, Sponsor will conduct one (1) sweepstakes with ten (10) prize winners, and all entries must be submitted by Tuesday, October 9, 2018.

HOW TO ENTER: Beginning at 06:01 p.m. EDT on Thursday, September 6, 2018, in front of the SC State Fair’s roving ticket booth named FRED, video yourself singing a song verse by one of the (2018) Pepsi Grandstand Artists. Post the video on social media with the hashtag #singwithfred. See scstatefair.org for list of 2018 Pepsi Grandstand Artists.

FRED has seventeen scheduled location visits, providing seventeen opportunities for making a video. Video must be taken during one of these scheduled FRED visits. See findfred.org for list of locations.

Entries received by 11:59 p.m. EDT on Tuesday, October 9 will be considered. Sponsor is not responsible for late, damaged, delayed, destroyed, misdirected, incomplete, illegible, corrupted or mutilated entries. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Entries generated by a script, macro or other automated means will be disqualified. In the event of a dispute as to the identity of a Selected Entrant, as defined below, the Selected Entrant will be deemed to be the person whose name the email account was opened which is governing the social media account that entered the contest. Entering the contest is posting a video and using the hashtag #singwithfred. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

NOTIFICATION: Each qualified Entry received during the Sweepstakes Period will be

considered to win the Prize, defined below. Consideration will take place on or about October 10, 2018 ("Judging Date"). On the judging date, Sponsor will consider all qualified entries received by the Deadline to determine ten (10) potential winners ("Selected Entrants"). Judging is completely subjective taking into consideration the objective of the contest to promote an excitement and enthusiasm around fair fun. ("Objective") The Selected Entrants will be notified by social media in the manner they entered the contest. Each Selected Entrant will be required to respond (as directed) within 24 hours of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case, Sponsor may select an alternate chosen Entrant from among the remaining eligible entries. The Selected Entrants may also be sent an affidavit of eligibility/liability/publicity release ("Release"). Except where prohibited by law, Selected Entrants must allow Sponsor to use his/her name, likeness, and hometown for marketing purposes. The Selected Entrants' names may be published in any media publications including print, radio, television, websites and/or social media pages in the form of social media name, first name, last name and hometown and the video submission. Unless restricted by law, the Selected Entrants will be required to complete and return the Release within the time period specified therein. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Assumed notification by social media messages do not constitute a winner. Sponsor will not make multiple attempts to contact Selected Entrants.

ODDS: Odds of winning depend on the total number of eligible entries received.

PRIZES: If eligible under these rules, ten (10) Selected Entrants will receive two (2) concert tickets apiece to the SC State Fair 2018 Pepsi Grandstand Concert of their choice ("Prize"). Approximate Retail Value ("ARV"): Thirty dollars (\$30) or Forty (\$40) depending on concert chosen by Selected Entrant. Any taxes and any other costs not specifically stated within these Official Rules – including but not limited to licensing and registration fees, travel to Sponsor's location to obtain the Prize, and any taxes – are the sole responsibility of the Selected Entrant. Selected Entrant is not permitted to substitute the Prize. Prizes are nontransferable and nonredeemable for cash. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Selected Entrant is not entitled to any surplus between actual retail value of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize provided. However, Sponsor or Prize Provider reserves the right to substitute the prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrant is solely responsible for all federal, state, and local taxes on the Prize and other unspecified expenses related to the Prize. All activities related to the Prize are at the Selected Entrant's own risk and subject to whatever restrictions are imposed by the entities that govern activities. The prize must be picked up by Selected Entrant at Sponsor's location or a location at Sponsor's discretion, no later than 6:00 pm on the date of the selected concert. Failure to pick up the Prize before 6:00

pm on the date of the selected concert will result in forfeiture of the Prize.

CONDITIONS: All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant. Selected Entrant may be issued an IRS Form 1099 for the ARV of any awarded Prize. All warranties are hereby disclaimed, and the Selected Entrant will accept the Prize "as is." CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. This Sweepstakes is subject to all applicable federal, state and local laws of the United States. By participating, Selected Entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Selected Entrant also agrees to release, discharge, indemnify and hold harmless Sponsor, The SC State Fair, Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents ("Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any Prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Releasees shall not be liable to the Selected Entrant for failure to supply any Prize or any part thereof, by reason of any acts of nature, including inclement weather, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Releasees' control. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten

or harass any other players, the public or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. Sponsor may disqualify at its sole discretion any entries it believes are created by an automated system. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control corrupt the administration, security or proper play of the Sweepstakes. If the Sweepstakes are terminated, Sponsor reserves the right, at its discretion, to select the potential winner(s) from among all eligible, non-suspect entries received prior to action taken.

PUBLICITY: Except where prohibited by law, the Selected Entrant's acceptance of a Prize constitutes permission for the Sweepstakes Entities to use said Selected Entrant's name, photograph, the video entry, likeness, statements, biographical information, voice, and city and state address for promotional and advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

DISPUTES: Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of South Carolina. 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 Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of South Carolina or other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Carolina.

PRIVACY: All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants shall receive email and social media correspondence from, or on behalf of the Sponsor, subject to the Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with federal CAN-SPAM guidelines, and Entrants may subsequently opt out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy at scstatefair.org for important information regarding the collection, use and disclosure of personal information by Sponsor. By entering this sweepstakes, Entrants acknowledge and agree that all personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants may receive email correspondence from, or on behalf of the Sponsor or promotional partners.

WINNERS LIST AND SWEEPSTAKES RULES: To obtain a copy of these official rules or a winners list within 90 days of the close of the Sweepstakes, send your request and a self-addressed stamped envelope to: Director of Marketing: % SC State Fair, PO Box 343, Columbia, SC 29202. The Selected Entrant list will be sent once the Selected Entrants have been verified and all prizes have been awarded. All requests must be received within ninety (90)

days of the end of the Sweepstakes Period.

SPONSORS: The South Carolina State Fair, 1200 Rosewood Drive, Columbia, SC 29201

PROMOTIONAL CONSIDERATION: Promotional consideration provided by: SC State Fair.

The SC State Fair reserves the right to change the rules at any time.