

OFFICIAL RULES OF THE “ROY AYERS VIP SWEEPSTAKES”. NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE ENTRANT’S ODDS OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA AND WHO ARE AT LEAST TWENTY (21) YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. SWEEPSTAKES NAME: FRONT AND CENTER’S POSTER SWEEPSTAKES (“Sweepstakes”). VOID WHERE PROHIBITED BY LAW. SPONSORS and ADMINISTRATOR: The Sponsor (THE IRIDIUM) and Administrator (J2X MEDIA) are collectively referred to herein as “Sweepstakes Entities.” Administrator will conduct the Sweepstakes substantially as described in these Official Rules. By participating in the Sweepstakes each entrant agrees as follows:

ENTRY PERIOD: The Sweepstakes begins at 2:00 PM ET on NOVEMBER 20th 24, 2017 and ends at 11:59 PM ET on DECEMBER 20, 2017.

1) METHOD OF ENTRY: Enter via Internet by going to [iridium.com](http://iridium.com) and complete the entry form on the respective sweepstakes landing page. Entrants will be asked to provide basic contact information including Entrants name, age, email address. Entrants must be the registered subscriber of the email account from which the entry is made.

Entrants can enter only once. No third party entry or entry through sweepstakes service permitted. All entries become the property of the Administrator and none will be acknowledged or returned. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Administrator, will be disqualified.

If, in the Administrator’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, and/or the Sweepstakes is not capable of being conducted as described in these Official Rules, Sweepstakes Entities shall have the right, at their sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this Sweepstakes, and conduct a random drawing to select the prize winners from all non-suspect entries received prior

to action taken, or as otherwise deemed fair and appropriate by Sweepstakes Entities. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law.

**ELIGIBILITY:** The Sweepstakes is open only to natural persons who are legal residents of the United States of America and who are twenty one (21) years of age or at the time of entry. Sweepstakes may only be entered from and in eligible jurisdictions. Sweepstakes Entities and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes including, without limitation, the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate. By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

**PRIZES:** One (1) Grand Prize. The Prize will be awarded to one random entrant, once the promotion expires and consists of a pair of VIP Tickets to the Roy Ayers' December 26th show. Prize also includes the opportunity to meet Roy Ayers after the show and have your photo/video taken with him. Two (2) main course entrees and two (2) appetizers off the Iridium menu are also part of the prize package.

Prize does not include any other item or expense not specifically described in these Official Rules, and all additional expenses including, without limitation, travel expenses, if any, are the sole responsibility of winner. Meal at The Iridium do not include any alcoholic beverages. Prizes may not be transferred or assigned except to a surviving spouse living in the same household. Only listed prize will be awarded and no substitutions or cash equivalents or redemption will be made, except that Administrator reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Prize cannot be used in conjunction with any other promotion or offer. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize.

Any valuation of the prize(s) stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize.

**SELECTION OF WINNER:** Winner will be selected on or about November 26, 2017 after the sweepstakes expires. The drawing will be conducted by Administrator, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means.

Odds of winning a prize depend on the number of eligible entries received. Potential winners will be notified by email or phone and must meet all eligibility requirements. Return of a prize or prize notification as undeliverable, or inability of Administrator to contact a potential winner by phone or email within twenty-four (24) hours of selection, may result in disqualification of such potential winner, and an alternate winner may be selected by random drawing at Administrator's discretion. In the event a winner declines a prize, Administrator may, at its discretion, select an alternate winner by random drawing. In such case, Administrator will conduct no more than three (3) additional random draws in an attempt to determine an eligible alternate winner.

**PUBLICITY, PRIVACY & PRIZE NOTIFICATION:** Except where prohibited by law or regulation, by submitting an entry, entrant grants the Administrator a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, and likeness in connection with the promotion of this and other Sweepstakes, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for the Administrator's use thereof, unless prohibited by law. Entry into this Sweepstakes may require entrant to enter its email address and certain other personal information. Entrants are informed that the personal data collection in connection with this Sweepstakes will be collected by Administrator's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. You may withdraw your personal data upon request; however, you will be disqualified as an

entrant in this Sweepstakes if you withdraw your personal data prior to the determination of the winner(s) and fulfillment of the prize(s). Entrants agree that the Administrator may disclose to third parties all personal information obtained from entrants and use such information for marketing and other purposes.

**GENERAL CONDITIONS/RELEASE:** The Sweepstakes is void where prohibited by law and is governed by the laws of the United States of America. The submission of an entry is solely the responsibility of the entrant. Only eligible entries actually received during the specified Sweepstakes entry period, will be included in the prize drawing. Any automated receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by Administrator of an entry for purposes of these Official Rules. By participating, entrants (a) release Sweepstakes Entities, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by participation in the Sweepstakes, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize. Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer or television related to or resulting from participation in this Sweepstakes.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sweepstakes Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of and/or Sweepstakes Entities, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sweepstakes Entities reserve the right at their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, the determination of the winners will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Sweepstakes Entities determine in their sole discretion. Entries not complying with all rules are subject to disqualification.

DISPUTES: Entrants and guests agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes for prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of New Jersey or the appropriate New Jersey State Court (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

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 Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of 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 State of New York.

**OFFICIAL RULES:** For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to The Iridium – Roy Ayers VIP Sweepstakes, 1650 Broadway, Suite 1008, New York City NY 10019, Attention: Digital Marketing Department. Sweepstakes entrants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever.

**WINNER’S LIST:** A winner’s list is available only within sixty (60) days after the close of the Sweepstakes. Mail request to Roy Ayers VIP Sweepstakes Winners List, 1650 Broadway, Suite 1008, New York City, NY 10019, Attention: Digital Marketing Department. In order to obtain a winner’s list, where permitted by law, send your written request and a self-addressed, stamped envelope (residents of VT and WA may omit return postage).

**MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or Sweepstakes Entity, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Sweepstakes Entity or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

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