



# BPM Create 1-Year Anniversary Giveaway

## Sweepstakes Terms and Conditions

1. **PRESENTER:** BPM Create LLC, c/o BPM Supreme LLC, located at 101 West Broadway, Suite 1300, San Diego CA 92101 is the sole presenter or “the Presenter” of the “BPM Create 1-Year Anniversary Giveaway” Sweepstakes or “the Giveaway.” The Presenter reserves the right to cancel or amend the Giveaway and these Terms & Conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Presenter’s control. The Presenter will notify any changes to the Giveaway to entrants as soon as possible.

2. **PROMOTION PERIOD:** All entries to the Giveaway must be received during the Promotion Period (as defined below). Any entries received after the Promotion Period will not be considered. The Giveaway landing page on BPM Create’s website is the official time keeping device for the Giveaway.

Promotion Period: 8/23/2021 12:00 AM PST to 09/08/2021 11:59 PM PST.

Prize Pack Awarded:

- Plugin-Alliance Mega Bundle Lifetime License (126 plugins) *valued at \$20,000*
- Universal Audio Apollo Twin X DUO *valued at \$899*
- KRK Rokit 8 Powered Studio Monitors *valued at \$600*
- Izotope Ozone 9 Advanced Mastering Suite *valued at \$499*
- Polyverse Plug-in Bundle *valued at \$249*
- Roland A-300PRO MIDI Keyboard Controller *valued at \$249*
- Roland/V-Moda M-100 AIRA Headphones with BPM Create logo *valued at \$249*
- Reason Studios 1-Year Subscription for Reason 12 *valued at \$240*
- Algonaut Audio Atlas 2.0 *valued at \$99*
- BPM Create Premium Plus 1-Year Membership *valued at \$179*

Number of Prize Packs Awarded: 1

Average Retail Value (ARV): \$22,695.00

Date Prize Winner Announced: 09/14/2021.

**3. ELIGIBILITY:** The Giveaway is only open to natural persons who are legal residents of the fifty (50) United States and District of Columbia (excluding Puerto Rico, all U.S. Territories and all overseas military installations) who are at least 18 years of age or older as of the date of entry. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. All applicable federal, state and local laws and regulations apply.

Employees of the Presenter and their respective parent companies, subsidiaries and affiliated companies, divisions, officers, directors, agents, advertising and promotional agencies, as well as members of the immediate family of any such employees, are not eligible to participate or win. The term "immediate family" includes spouses, siblings, stepsiblings, parents, stepparents, children, stepchildren, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**4. RULES FOR ENTERING:** By entering this sweepstakes, the entrant is indicating his/her agreement to be bound by the terms and conditions set fourth in this document.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ONLY ONE ENTRY PER PERSON IS PERMITTED. DUPLICATE ENTRIES WILL BE VOIDED AND DISQUALIFIED. ADDITIONAL ENTRIES WILL ONLY BE PERMITTED THROUGH THE SHARING INCENTIVE.

**5. HOW TO ENTER:**

1.Submit an entry online. Route to entry for the competition and details of how to enter are via <http://bpmcreate.com/1yr-giveaway>. Click on the "BPM Create 1-Year Anniversary Giveaway" link and provide all of the required information to submit entry.

**6. ADDITIONAL ENTRIES/SHARING INCENTIVE:** Entrants may receive additional entries into the Giveaway and increase their chance of winning by participating in the "Sharing Incentive." Entrants are not required and may choose to share a unique link

provided upon entering the Giveaway. When a new entrant enters the Giveaway through this unique link, an additional entry for the original entrant will be awarded.

**7. HOW AND WHEN WINNERS WILL BE DETERMINED:** One (1) winner will be selected in a random drawing conducted by the Presenter from among all eligible entries received by the end of the Promotion Period. Odds of winning depend upon the number of eligible entries. Winner agrees to be bound by these Official Rules and decision of the Presenter, whose decision is final on all matters relating to the Giveaway.

**8. HOLD HARMLESS/RELEASE:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to hold harmless, defend and indemnify the Presenter and their respective subsidiaries and affiliated companies, divisions, parent companies, officers, directors, employees, agents and employees of agents, and advertising and public relations agencies and all others associated with the development and execution of the Giveaway (“Giveaway Entities”), from and against any and all claims, demands, liabilities, damages or causes of action, losses, costs or expenses with respect to or in any way arising out of or related to this Giveaway, entrants participation in the Giveaway, or the use of the entrant’s entry and the awarding, receipt, possession and/or use or misuse of any prize, including without limitation liability for any travel related to the Giveaway, death, personal injury, loss, and/or disability; (b) except to the extent prohibited by applicable law under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs and entrant further waives all rights to have damages multiplied or increased.

**9. FACEBOOK:** The Giveaway is in no way sponsored, endorsed, administered by, or associated with Facebook.

**10. PRIZES:** Total approximate retail value of all prizes to be awarded in this Giveaway is \$22,695.00 USD. Any and all other expenses not specifically mentioned herein are the sole responsibility of winner. The Presenter reserves the right to substitute any portion of these prizes for a prize of equal or greater value. No transfer, assignment, change of the prize, or cash substitution is permitted. Each entry will have an equal

chance of winning. Winner agrees to accept the Prize “as is”, and entrants hereby acknowledge that Giveaway Entities (as defined above) 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, without limitation, to the prize’s quality, merchantability or fitness for a particular purpose or express warranties (if any) provided exclusively by a supplier that are sent along with the Prize. The Presenter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition. The Presenter will not replace any lost or stolen Prize. If prize notification or Giveaway-related communication is lost, rejected, faulty, or returned as undeliverable, or if a winner cannot be contacted after a reasonable attempt has been made by the Presenter (as determined by the Presenter in its sole discretion) or is disqualified, the Presenter reserves the right to randomly choose an alternate potential winner, in its sole discretion. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of each winner.

**11. CLAIMING PRIZE:** Winner will be notified by telephone, mail, and/or email within three (3) business days after the Giveaway drawing and will be given three (3) business days to confirm receipt of notification. Giveaway Entities are not responsible for any change of email address, mailing address, and/or telephone number of entrants. If a winner cannot be contacted from the information provided, the Presenter reserves the right to select another potential winner at its sole discretion. The Giveaway Entities are not liable if email is not responded to within the time allowed or prize notification letter is lost in the mail or returned as undeliverable when delivery is attempted by regular mail. If, for any reason, more bona fide winners come forward seeking to claim the prize in excess of the number of prizes set forth in these Terms & Conditions, the winners, or remaining winners, as the case may be, of the advertised prize may be selected in a random drawing from among all persons making purportedly valid claims for the prize. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances.

**12. DELIVERY DISCLAIMER:** The Giveaway Entities disclaim all liability for the inability of an entrant to complete an online entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond their control, or otherwise. The Giveaway Entities disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method. The Giveaway Entities are not responsible for typographical errors, human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors,

malfunctions or failures of any kind, including: any form of active or passive filtering, insufficient space in entrant's e-mail account to receive e-mail messages, failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet, or on any website, or lost or unavailable network connections which may limit an online entrant's ability to participate in the Giveaway, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Giveaway. No mechanically reproduced entries or facsimiles will be accepted. Entries void if incomplete, defective, altered, forged, illegible, or received outside authorized channels. Giveaway Entities reserve the right at its sole discretion, to disqualify any individual (and all of his or her entries, or any portion thereof) who tampers with the entry process. The Presenter reserves the right, in its sole discretion to cancel or suspend this Giveaway should fraud, virus, bugs or other causes beyond the control of the Presenter corrupt the administration, security or proper play of the Giveaway. In the event of cancellation, Giveaway Entities will determine winners in an equitable manner as determined by the Giveaway Entities in their sole discretion.

**13. CONDUCT AND DECISIONS:** By participating in the Giveaway, entrants agree to be bound by the decisions of Giveaway Entities. Persons who violate any rule, gain unfair advantage in participating in the Giveaway, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Presenter will interpret these Terms & Conditions and resolve any disputes, conflicting claims or ambiguities concerning the Terms & Conditions or the Giveaway and the Presenter's decisions concerning such disputes shall be final. If the conduct or outcome of the Giveaway is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Presenter, the Presenter reserves the right to terminate this Giveaway, or make such other decisions regarding the outcome as the Presenter deem appropriate. All decisions will be made by the Presenter and are final. The Presenter may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately alter, circumvent, disrupt, damage any website, or undermine the legitimate operation of this Giveaway is a violation of criminal and civil laws. Should such an attempt be made, the Presenter reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

**14. WINNER LIST:** The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will

be used solely in accordance with current US data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

15. **JURISDICTION:** By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, entrant's rights and obligations, or the rights and obligations of the Presenter in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of State of California without giving effect to any choice of law or conflict of law rules and the United States of America applicable to contracts made and performed entirely in California and where the relevant contacts are with such state. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in San Diego, California.

16. **YOUR PRIVACY:** You are providing your information to BPM Supreme LLC. By entering the Giveaway, you are agreeing to receive email communications from BPM SUPREME LLC and BPM Create LLC. BPM Supreme LLC will not share any email data to third party companies. The information provided will be used in conjunction with the following Privacy Policy found at <https://bpmsupreme.com/privacy>.