

2023 Fly-Away CMA Fest Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The 2023 Fly-Away CMA Fest Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States and shall only be construed and evaluated according to U.S. law.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored and administered by Durango Boots, a division of Rocky Brands, Inc., 39 E. Canal St., Nelsonville, OH 45764 (the “Sponsor”). Country Music Association, Inc. is not a sponsor of this promotion.

ELIGIBILITY: The Sweepstakes is open to legal U.S. residents (excluding those with primary residence in Alaska, Florida, Hawaii, Rhode Island, and New York) who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)). CMA and its agents are excluded from eligibility.

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER THE SWEEPSTAKES: (“Standard Entry”): The Sweepstakes begins at 8:00:01 a.m. Eastern Time (“ET”) on May 8, 2023, and ends at 11:59:59 p.m. ET on May 15, 2023 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Eligible Entrants can enter the Sweepstakes by visiting

www.durangoboots.com/cma-fly-away and <https://wwwcmafest.com> by clicking the “Need Help?” button to activate the Virtual Assistant Chatbot that links to the sweepstakes (the “Website”). At the Website, eligible Entrants can enter the Sweepstakes by completing the registration form which will request each Entrant’s first and last name, mobile phone number, city, state, zip code and email address. Each completed Sweepstakes registration form will result in one (1) Sweepstakes entry. **Limit one (1) entry per Entrant.** Multiple submissions will only result in one entry during the sweepstakes period. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, email address, mobile phone number and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to following privacy policies, available at <https://www.durangoboots.com/privacy-policy.html> & [Privacy Policy - CMA World](#). By entering the Sweepstakes and providing their email address, mobile phone number and other contact information, Entrants hereby agree to Released Parties’ collection and usage of their personal information and acknowledge that they have read and accepted Released Parties’ Privacy Policy. By entering the Sweepstakes, Entrants acknowledge their automatic opt-in to the Released Parties’ email and mail databases. All subsequent emails from the Released Parties will have an unsubscribe/opt-out option. This includes but is not limited to receiving promotional marketing from Durango Boots and a free subscription that can be cancelled via unsubscribe links located in each SMS and email.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs; (ii) tampering, unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor’s Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS

A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DRAWING AND NOTIFICATION: The potential Grand Prize Winner will be selected in a random drawing from among all eligible entries received. The Grand Prize drawing will be conducted by the Administrator, whose decisions are final and binding. The Prize drawing will be conducted on May 16, 2023. The potential Grand Prize Winner will be contacted by the Administrator (or Sponsor) via email and mobile phone number provided. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period.

GRAND PRIZE: There will be one (1) Grand Prize Winner. The Grand Prize Winner ("Winner"), upon the Administrator's confirmation of eligibility, will receive one (1) CMA Fest trip package valid June 7-12, 2023, which includes two (2) tickets to 2023 CMA Fest, two (2) round trip airlines ticket to Nashville from any city in the continental U.S., one (1) double occupancy hotel

room and \$100 in rideshare credit to be provided by the Country Music Association, Inc. The Grand Prize winner will also receive one (1) pair of Limited-Edition CMA Fest 50th Anniversary commemorative boots to be provided by Durango Boots (“Grand Prize” or “Prize”). The Limited-Edition CMA Fest 50th Anniversary commemorative boots will be provided after the 2023 CMA Fest event in the winner’s size. The Approximate Retail Value (“ARV”) of the Grand Prize is \$6,054.50. Pictures used in connection with this Sweepstakes are not depictions or promises of the Grand Prize which may differ substantially. All other expenses associated with the Grand Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winner. The value of the Prizes set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If actual value of a Prize is lower than the stated ARV when a Prize is procured and fulfilled, then the difference will not be awarded. **NOTE: Substitution, assignment or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of equal or greater value.**

PRIZE CONDITIONS: By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Grand Prize Winner must sign and return to the Administrator, within five (5) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. The Winner may also be asked to complete an IRS Form W9. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Grand Prize Winner is responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Grand Prize Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize, and the Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not respond as instructed within 48 hours days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor’s sole discretion, an alternate Winner may be selected. Winner will be notified by email and mobile phone number provided when entering the sweepstakes. Winner will have 48 hours after first contact attempt to claim their prize. If no response, the winner is deemed ineligible and a new winner will be selected. The sponsor will attempt to reach out to a max of five (5) entrants.

By accepting the Prize, where permitted by law, the Grand Prize Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor’s request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait,

picture or video, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. CMA and its agents are deemed released parties regarding any release forms/waivers that any Grand Prize winner, guest and/or participant is required to sign.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledge that Released Parties 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.

DISPUTES: By entering the Sweepstakes, Entrants agree that i) 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; ii) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorney fees and iii) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Ohio, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity

or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

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