

OFFICIAL RULES OF THE EMG JIM ROOT TOTAL GUITAR 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 13 YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID IN RHODE ISLAND AND WHERE OTHERWISE PROHIBITED BY LAW.

SPONSOR and ADMINISTRATOR:

The Sponsor and Administrator of the Sweepstakes is EMG, Inc., P.O. Box 4394, Santa Rosa, California 95402 (Referred to herein as "Administrator"). Administrator will conduct the Sweepstakes substantially as described in these Official Rules. By participating in the Sweepstakes each entrant ("Entrant") agrees as follows:

ENTRY PERIOD:

The Sweepstakes begins on Wednesday, July 9th, 2008 at 12 Noon PST and ends on Monday, August 25th, 2008 at 12 Noon PST

METHOD OF ENTRY:

There are two (2) ways to enter the Sweepstakes:

A) Via the World Wide Web by going to www.emgpickups.com (the aforementioned link shall be sent to certain recipients via e-mail as well) and follow the prompts. The Web Site will contain a description of the Sweepstakes and an official entry form. Complete the entry form and click the "Enter" button to transmit the entry form. Entrant must complete the entry form with all required information for the entry to be eligible. Entrants must be the registered subscriber of the email account from which the entry is made.

B) By attending the Rockstar Energy Drink Mayhem Festival (visit <http://mayhemfest.com/tourdates.html> for tour dates), visiting the Revolver Mayhem Tour Booth, filling out an entry form and dropping in the entry box on-site. Forms must include an email address to be valid. Entrants must be the registered subscriber of the email account entered onto contest entry form. Rules and guidelines will be available onsite.

Only one entry per person or household sharing the same e-mail address will be entered into the Sweepstakes. Although subsequent attempts to enter may be received, only Entrant's first entry during the specified Sweepstakes entry period will count. 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. The odds of winning depend on the number of eligible entries received.

ELIGIBILITY:

The Sweepstakes is open only to natural persons who are legal residents of the United States of America (other than residents of Rhode Island or other states where this Sweepstakes is prohibited by law) and who are 13 years of age or older at the time of entry. Sweepstakes may only be entered from and in eligible jurisdictions. Employees and agents of Administrator, and each of their respective parents or subsidiaries and each of their respective affiliates, subsidiaries, successors, assigns, employees or agents and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes ("Sweepstakes Entities"), and the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate. In the event of a dispute about the identity of an Entrant, each entry will be declared made by the registered account holder of the e-mail address submitted at time of entry. The registered account holder is deemed to be the natural person who is assigned the submitted e-mail address by the relevant Internet service provider, online access provider or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. With respect to any winning entry, the Winner, defined hereunder, may be required to provide Administrator with proof that the person is the registered account holder of the e-mail address associated with the winning entry. 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.

GENERAL CONDITIONS:

The Sweepstakes is void where prohibited by law and is governed by the laws of the United States of America. The submission of a Sweepstakes Form is solely the responsibility of the Entrant. Only eligible Sweepstakes Forms actually received by 12 Noon PST on the 25th of August 2008 during the specified Sweepstakes entry period will be included in the prize drawing. For purposes of these Official Rules, "receipt" of a Sweepstakes Form occurs when Administrator's servers record the Sweepstakes Form information upon Entrant's clicking on the "Submit" button or when the Administrator receives the Entrant's first Sweepstakes Form at the address above. Any automated computer receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by Administrator of a Sweepstakes Form for purposes of these Official Rules. Illegible, unintelligible, incomplete or garbled entries will be disqualified. Administrator is not responsible for destroyed, delayed, lost, late, incomplete, mutilated, damaged, stolen, misdirected, illegible Sweepstakes Forms or other Sweepstakes Forms not received by deadline for whatever reason. Entry materials/data that have been tampered with or altered are void. ANY PERSON ATTEMPTING TO DEFRAUD ADMINISTRATOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

LIMITATION OF LIABILITY & RELEASE:

By participating in the Sweepstakes, Entrants agree to indemnify and hold harmless

Sweepstakes Entities from and against any and all injuries, losses, damages, claims, and actions of any kind arising from or relating to participation in the Sweepstakes, or acceptance, possession, use, misuse, or nonuse of the Prize that may be awarded, including, without limitation, actual, direct, indirect, consequential, punitive, special, or other damages. Sweepstakes Entities are not responsible for printing or typographical errors in any Sweepstakes-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible entries; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including, without limitation, computer, telephone, paper transfer, or human error; or for electronic, computer, or telephonic malfunction or error. 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, Administrator reserves the right in their sole discretion to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently; to modify or suspend the Sweepstakes; or to terminate the Sweepstakes and conduct a random drawing to award the Prize using all non-suspect entries received as of the termination date. If the Sweepstakes is cancelled, modified, suspended or terminated, notice will be posted on the Web Site.

SELECTION OF WINNER:

Winner will be selected on or about September 15, 2008 after 12 Noon PST in a random drawing from among all eligible entries received. 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 the 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 the prize depend on the number of eligible entries received. Potential winners will be notified by e-mail and must meet all eligibility requirements. Return of the prize or prize notification as undeliverable, or inability of Administrator to contact a potential winner by telephone or e-mail within seventy-two (72) 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 prize, Administrator may elect, at its discretion, to select an alternate winner by random drawing.

PUBLICITY, PRIVACY & PRIZE NOTIFICATION:

Except where prohibited by state, provincial or federal laws or regulations, 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 such laws. 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. Winner may be required to complete, sign, and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within ten (10) days of issuance of Prize notification. Winner shall be required to complete, sign and return a confidentiality agreement, properly executed, within ten (10) days of issuance of Prize notification. If these documents are not returned properly executed, or are returned to Administrator as undeliverable, or if any given Prize Winner does not otherwise comply with the Officials Rules, the Prize will be forfeited and awarded to an alternate winner.

PRIZES:

One (1) **Grand Prize** will be awarded, consisting of:

- (i) One (1) autographed Jim Root Signature series Fender guitar
- (ii) One (1) MXR M-169 Carbon Copy Analog Delay pedal
- (iii) One (1) Dunlop JH-OC1 Hendrix Octavio
- (iv) One (1) Dunlop 535Q Crybaby Multi-Wah
- (v) One (1) MXR M-120 Auto Q
- (vi) Two (2) boxes (24 pcs.) of 10-46 Dunlop Strings

Approximate Retail Value ("ARV"): \$2,524.23

Fifteen (15) **2nd Prize** winners will be awarded a set consisting of two (2) pickups:

- (i) One (1) EMG-81
- (ii) One (1) EMG-60

Approximate Retail Value ("ARV"): \$259.98/set

Sixty (60) **3rd Prize** winners will be awarded one (1) EMG logo T-shirt

Approximate Retail Value ("ARV"): \$15.00/ea

There will be only one Prize awarded to each Winner. If lost or stolen, the Prize or any component thereof will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and all additional expenses, if any, are the sole responsibility of Winner. Prize may not be transferred or assigned except to a surviving spouse living in the same household. Only the 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 the advertised Prize (or any component thereof) becomes unavailable. The Prize cannot be used in conjunction with any other promotion or offer. Winner agrees to accept the Prize "as is", and Entrants hereby acknowledge that Administrator has neither made nor is 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 the Prize supplier that are sent along with the Prize.

Any valuation of the Prize stated above is based on available information provided to

Administrator and the value of the Prize awarded to the Winner may be reported for tax purposes as required by law. The Winner is solely responsible for reporting and paying any and all applicable taxes. The Winner must provide Administrator with a valid taxpayer identification number or social security number before the Prize will be awarded. The Prize is not transferable, redeemable for cash or exchangeable for any other Prize.

OFFICIAL RULES:

For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to:

EMG, Inc.,

Attn: **EMG JIM ROOT TOTAL GUITAR SWEEPSTAKES**, Official Rules

P.O. Box 4394

Santa Rosa, CA 95402

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 will be available after September 15, 2008 for a period of sixty (60) days. In order to obtain a winner's list, where permitted by law, send a self-addressed, stamped envelope (residents of Vermont are not required to include a self-addressed, stamped envelope with their request for a winner's list) to:

Live Nation Marketing, Inc.,

EMG, Inc.,

Attn: **EMG JIM ROOT TOTAL GUITAR SWEEPSTAKES**, Official Rules

P.O. Box 4394

Santa Rosa, CA 95402

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 company, or the inclusion of a product or service as the Prize, does not imply any association with or endorsement by such individual, group or company 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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