

SHURE® “OFF THE BEATEN TRACK” MUSIC VIDEO CONTEST
OFFICIAL RULES
NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED.

Shure is looking to discover new talent and wants to see your band’s best work. The “Off the Beaten Track” Music Video Contest is a skill-based contest in which unsigned, independent recording artists are invited to submit an original music video that showcases their band’s musical talent (the “Contest”). During the first phase of the Contest a panel of industry professionals will judge qualified submissions carrying sufficient online community votes to determine twenty (20) Short List entries. In addition, the online community vote will determine one (1) “Fan Favorite” who will be added to the Short List. The twenty-one (21) Short List entrants who proceed to the second phase of the Contest will receive a Shure Microphone Packet which they must use to record a new live performance and submit their video for final judging (the “MOTIV Submission”). Each MOTIV Submission will be judged by a panel of expert judges/music industry professionals who will determine one (1) Grand prize winner, one (1) Second prize winner and one (1) Third prize winner. The Grand Prize winning band will travel to Los Angeles, CA to participate in a 2-day professional recording session. See Rule 6 for complete prize details.

1. **ELIGIBILITY:** The Shure “Off the Beaten Track” Contest (“Contest”) is open only to independent recording artists who are legal residents of **Austria, Belgium, Canada (including the Province of Quebec), China, France, Germany, Hong Kong, Italy, Japan, Mexico, the Netherlands, Spain, Switzerland, the United Kingdom (England, Scotland, Wales and Northern Ireland) and the United States**, 18 years of age or older (or legal age of majority in the jurisdiction in which they reside). Void where prohibited by law. Entrant cannot be signed to a major label record company, have distribution through a major label or its affiliates, or be represented under contract that would limit the Sponsor’s ability to use a video submission. Employees of Shure Incorporated (“Sponsor”) and its worldwide subsidiaries, their affiliates, subsidiaries, vendors, advertising and promotion agencies, and the immediate family members (spouse, parents, siblings and children, regardless of where they live) of each are not eligible. Bands should consist of no more than six (6) individual members. Noncompliance with any of the above eligibility requirements will result in disqualification.

2. **KEY DATES:** The Shure “Off the Beaten Track” Music Video Contest begins on January 25, 2018 and ends on May 15, 2018 (the “Contest Period”). During the Contest Period there are a series of Events which start and end on the dates and times noted below:

EVENT	START at 00:00:01 CET on	END at 23:59:59 CET on
REGISTRATION PERIOD Register for the Contest and submit your music video at off-the-beaten-track.shure.com	January 25, 2018	March 22, 2018
VOTING PERIOD Entries must receive 50 votes in order to qualify for judging.	January 25, 2018	March 27, 2018
PRELIMINARY JUDGING COMPLETE Short List Entries determined	April 3, 2018	
SHORT LIST ENTRY PERIOD	April 6, 2018	May 15, 2018
FINAL JUDGING COMPLETE	May 18, 2018	
WINNER ANNOUNCEMENT	June 18, 2018	

All dates and times are 2018 Central European Time (CET). Sponsor’s database clock will be the official timekeeper of this Contest.

HERE'S HOW IT WORKS:

3. **REGISTRATION PERIOD:** Create an original music video shot in a unique location that showcases your band's musical talents. Then, beginning on January 25, 2018 through 23:59:59 CET on March 22, 2018 (the "Registration Period") visit off-the-beaten-track.shure.com (the "Website") and follow the on-screen instructions to register for the Contest. You will be required to provide a short description of your band along with band member information and your original music video (collectively "Entry" or "Submission"). Only performing band members should be listed on the registration form. Managers, technicians, friends or other non-performing members of the band will NOT be eligible to win a prize. Entrants will have the option of uploading their music video to either YouTube or Vimeo or Youku and then submitting the active link to their music video on the Website *OR* entrants may upload their music video directly to the Website. Limit one Entry per person/band. **All Entries must be submitted via the Website and must comply with all applicable Entry Submission Guidelines stated below. Only Entries that meet the Submission Guidelines will be posted on the Website for community voting.**

Entry Submission Guidelines: Determination of compliance with Submission Guidelines and these Official Rules will be in the sole discretion of the Sponsor/Judges, whose decisions are final.

- If submitting video via a YouTube, Vimeo or Youku link, Entrant must comply with YouTube Terms of Service (<http://www.youtube.com/t/terms>) and/or Vimeo Terms of Service (<https://vimeo.com/terms>) and/or Youku Terms of Service. Submission must meet YouTube, Vimeo or Youku technical requirements for uploading. Sponsor not responsible for Entries that cannot be viewed by the judges for any reason beyond its control or for Entries that cannot be located via the link Entrant provided.
- Video can be up to 5 minutes in length. Video may be in color or black & white.
- Video uploads directly to the Website will only be accepted in the following formats: MP4, 3GP, AVI, MOV, MKV, MPG, WMV and WEBM.
- Entry must be your original work (video/music/song) or the original work of a person associated with your band. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation. Entrant must own all publishing rights to the Entry (video/music/song). Submission may have multiple co-writers and/or artists/musicians/directors, but only one name should be designated as the Entry Contact on the registration form.
- Entry (video/music/song) should not infringe any copyrights or the rights of any third party, including but not limited to privacy, publicity, trademark or other intellectual property rights. Sponsor reserves the right to allow Submissions containing only non-infringing use of third-party copyrights or trademarks. Any Entrant whose work includes likenesses of third parties or contains elements not owned by the Entrant such as, but not limited to, depictions of persons, buildings, trademarks or logos (i.e., t-shirt logos) or whose video is filmed in a location that requires a permit, must be able to provide legal releases/permissions for such use including Sponsor's use of such entry, in a form satisfactory to the Sponsor.
- Entry must not contain footage of third parties without their permission.
- Entry must not contain content that depicts/promotes any dangerous behavior or activity that may result in injury to oneself or others. Entrants must ensure that the location they choose for their video is both safe and legal.

- Entry must not in any way disparage Sponsor or any persons or organizations; Entry should not contain offensive words, statements or content (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); Entry must not in any other way violate applicable federal, state, or local laws and regulations; must not contain illegal content; and must be suitable for presentation in a public forum.

By entering, Entrant represents and warrants that (i) he/she has obtained all of the necessary rights, licenses, and permissions from any person who may have helped or participated in the creation of the Entry; (ii) that the Entrant has the right to agree to these Official Rules and to grant the rights referred to in these Official Rules (free from any encumbrances and/or third-party rights); (iii) that the Entry conforms to these Official Rules, the requirements of the Website and is not subject to any third party agreement(s); and (iv) that no third party consents and/or licenses are required in connection herewith, and that the Sponsor or its agencies will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, neighboring rights, or moral rights, or to persons representing such, as a result of its use or exploitation of Entry materials or rights therein.

Sponsor/Judges reserve the right to disqualify any Entry that they determine has violated the spirit of the Contest or breached a representation or warranty at any time during the Contest Period through time of prize award. Entries that do not comply with the above Entry Submission Guidelines and these Official Rules in general, including any Entry that refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity will be disqualified. Entries not complying with the entry submission guidelines may be withdrawn without notice from the Contest at any time at the sole discretion of the Sponsor and/or Administrator.

Once an Entry is submitted, the Entry is final and may not be modified. Material submitted will not be acknowledged or returned. Information collected from Entrant will only be used in a manner consistent with these Official Rules.

VOTING AND PRELIMINARY JUDGING TO DETERMINE 21 SHORT LIST ENTRANTS: All Entries received during the Registration Period will be reviewed for compliance by Sponsor. **The approval process may take 2-5 working days (the time between completed upload and actual publishing).** Upon approval, Qualified Entries will be posted on the Website through 23:59:59 CET on March 27, 2018 for community voting. Voters will have the opportunity to critically evaluate Entries and vote for the Band they believe best meets the criteria stated below. Bands earning at least 50 votes will then be judged by representatives of the Sponsor to determine twenty (20) Shortlist Entries. Judging will be based on the following criteria which will be equally weighted:

- Uniqueness - originality of your video as evidenced by the video location
- Virtuoso – how well does the video showcase the entrant’s musical ability
- Overall Impression of Performance – based on clarity, content, personality, appeal and overall musical synergy

The top twenty (20) Entries will be “shortlisted” and will proceed to Phase 2 of the Contest.

In addition, the Entry that receives the most votes during the Voting Period (the “Fan Favorite”) will be “shortlisted” and will proceed to Phase 2 of the Contest. If the Entry with the most votes is already on the Short List, the next entry with the highest number of votes will be shortlisted.

Limit one vote per person/email address. In the event of a tie during any stage of the judging or voting determination process, tied Entries will be reviewed by a judge determined by Sponsor who will serve as a tiebreaker and who will evaluate the Entries according to the above judging criteria.

4. SHORT LIST ENTRY PERIOD: Short List Entrants will be contacted by representatives of the Sponsor via the email address provided at time of registration and will receive a MOTIV Packet with complete instructions for submitting their MOTIV Music Video (“MOTIV Submission”). Short List Entrants will have the option of either rerecording a live performance of the same song or recording a different song for their MOTIV Submission. All MOTIV Submissions must comply with the above Submission Guidelines and the requirements set forth in the MOTIV Submission notification, and must be received by 23:59:59 CET on May 15, 2018.

JUDGING OF MOTIV SUBMISSION: All MOTIV Submissions that are received by the deadline will be judged by a panel of music industry professionals, based on the above criteria to determine one winner. The Entry with the highest score will be notified and, subject to verification of eligibility and acceptance (as described below), declared the Grand Prize winner. The two entries with the next highest scores will be deemed the Second and Third prize winners, respectively, subject to eligibility verification. In the event of a tie, tied entries will be reviewed by a judge determined by Sponsor who will serve as a tiebreaker and who will evaluate the Entries according to the above judging criteria.

By participating in the Contest, entrants represent and warrant that (i) the content submitted is their own original work, (ii) entrant owns all rights in the materials submitted, and (iii) no part of any Entry/MOTIV Submission violates, infringes or otherwise conflicts in any way with any copyright, trademark or any other right of any third party. Shure reserves the right to contact all participants during the Contest.

5. **WINNER VERIFICATION AND NOTIFICATION (for Grand, Second and Third Prize winners):** An Entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until (i) the Entrant’s eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the Entrant has been notified that the acceptance and verification process is complete. Potential winners will be announced at off-the-beaten-track.shure.com on or about May 21, 2018 and the potential winners will be notified within ten (10) working days thereof via the email address provided at time of registration. All reasonable endeavors will be made to contact the potential winners during this time. Each member of a potential winning band will be required to (i) sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and, where legally permissible, a Publicity Release. Potential winners may also be required to execute additional documentation with regard to the use of the Entry materials, at Sponsor’s sole discretion. Members of the Grand Prize winning band must certify that they possess required travel documents (i.e., valid photo ID for U.S. residents; valid passport for non-U.S. residents) in order to qualify for the Grand Prize and will be required to complete a Travel Release and Travel Questionnaire (collectively referred to as “Documents”). Completed Documents must be returned within 7 days (including Saturday, Sunday and holidays) of attempted notification. Noncompliance within this time period may result in disqualification and an alternate winner will be determined, time permitting. Sponsor reserves the right to conduct a background check on each member of the potential Grand Prize winning band, and potential Grand Prize band members must cooperate with Sponsor as a condition of prize award, and may be required to complete related authorization forms. Any false statement made by a potential winner will result in automatic disqualification. If a potential winner cannot be contacted via the email/phone number provided at time of registration, or if any notification/Document is returned as undeliverable, or if a potential winner (or any band member thereof) is found to be ineligible or not in compliance with these Official Rules, the potential winning Entry will be disqualified and the Entry with the next highest score will be notified, time permitting, at the sole discretion of the Sponsor. Verified winners will be announced at off-the-beaten-track.shure.com on or about June 18, 2018 or after eligibility is determined.
6. **PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”)/RECOMMENDED RETAIL PRICE (“RRP”):**

Short List Prizes (21) – each Short List band will receive a Shure MV88 iOS Digital Stereo Condenser Microphone valued at approximately USD \$149 RRP and a Shure MV51 Large diaphragm Condenser Microphone for iOS and USB valued at approximately USD \$199 RRP. See local Shure websites for RRP in the participating countries.

Grand Prize (1) – The Grand Prize winning band will receive a 5-day/4-night trip to Los Angeles, CA in/around 3Q 2018. Exact dates of the trip will be determined by Sponsor in its sole discretion. Trip includes round-trip coach air transportation for each performing band member (up to 6 individuals) from a major airport near winners' residence to Los Angeles, CA, USA, 4 nights' accommodations and meals, ground transportation to/from airport/hotel in Los Angeles, CA, a 2-day professional recording session at Capitol Studios. If a Grand Prize winner lives within a 200-mile radius of Los Angeles, ground transportation may be provided in lieu of air transportation. The approximate retail value associated with studio time at Capitol Studios is USD \$7,000. The band will also receive a Shure product package valued at approximately USD \$5,000. The components of the prize package will be customized for the winning band as determined by Shure and may contain products used for the band only, such as microphones, wireless systems, earphones, headphones or personal monitor systems. Grand Prize winner(s) are solely responsible for all other expenses including but not limited to luggage fees, travel documents, travel insurance, incidentals and items of a personal nature, gratuities, and any other expenses not specified in these Official Rules. Sponsor is not responsible for lost, mutilated or stolen travel documents. All band members must travel on same itinerary. Grand Prize winner(s) must possess required travel documents (e.g., government-issued photo ID, passport, visa, etc.) prior to travel. Prize may be forfeited if: (a) proper travel documents for any and all travel are unattainable for any reason within the time required by the Sponsor; or (b) if any immigration or travel documentation complications arise which prohibit a Grand Prize Winner from travelling to, or from the stated destination. In the latter event, the Grand Prize Winner will be solely responsible for arranging and paying for travel back to their point of origin. Each member of the Grand Prize winning band is solely responsible for determining and complying with all applicable international/domestic travel procedures and restrictions. Specifics of this travel package are subject to availability and remain solely at the discretion of the Sponsor. Complete terms and conditions of trip will be furnished with notification. Travel must be made through the Sponsor's agent on a carrier of Sponsor's choice and is subject to availability. Travel restrictions may apply. If any Grand Prize winner is unable to attend the Trip after it is booked for any reason, no compensation or substitution will be provided in lieu thereof and Sponsor will have no further obligation to such Grand Prize winner. The approximate retail value of the trip portion of the Grand Prize will range from USD \$3,500 per person. The actual value of the Grand prize may vary based on the number of travelers, airfare fluctuations and distance between departure and destination.

Second Prize (1) – The Second Prize winning band will receive a Shure product package valued at approximately USD \$3,000. The components of the prize package will be customized for the winning band as determined by Shure and may contain products used for the band only, such as microphones, wireless systems, earphones, headphones or personal monitor systems.

Third Prize (1) – The Third Prize winning band will receive a Shure product package valued at approximately USD \$1,000. The components of the prize package will be customized for the winning band as determined by Shure and may contain products used for the band only, such as microphones, wireless systems, earphones, headphones or personal monitor systems.

FOR ALL PRIZES: All prize values are based on the US Dollar (USD) and exchange rates will be based on these above stated values. All elements of the Shure product package prize will be awarded to the individual who is the owner of the email address listed as the Main Contact on the winning Entry's registration form. Prizes are not transferable, assignable or redeemable for cash except at Sponsor's sole discretion in which case a prize of equal or greater value will be awarded. If there is any restriction to receiving a prize in the country of a winner, an alternate prize may be provided. All federal, state, local, provincial and other tax liabilities (including income and

withholding taxes) and any other costs and expenses associated with prize acceptance and use not specified herein are the sole responsibility of the winners. Winners of prizes valued at USD \$600 or more who are legal residents of the United States will be issued a 1099 for the actual value of the prize. Merchandise Prizes will be awarded within 6-8 weeks of confirmation unless otherwise noted. Details of any prize not specified herein are at the Sponsor's sole discretion and complete terms and conditions of prizes will be disclosed to the winner at time of prize award. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied, outside of manufacturer's limited warranty, if any, and consist of only the item specifically listed. Warranties regarding prizes (if any) are subject to the manufacturer's terms, and prizewinners agree to look solely to such manufacturer for any such warranty. Sponsor will not be responsible for any portion of a prize that may not be available due to any event beyond Sponsor's control. The approximate retail value of prizes stated herein is based on the fair market value at the time the Official Rules were printed. Winners are not entitled to any difference between the ARV stated herein and the actual value of the prize at the time the prize is awarded.

7. **GENERAL:** All federal, state, provincial and local laws and regulations apply. If an Entrant submits more than the stated number of Entries permitted, and/or if the Sponsor suspects that an Entrant attempted to obtain additional Entries by using multiple email addresses, registrations, identities or any other method, all Entries submitted by the Entrant may be declared null and void. All submitted information, registrations and Entries are subject to verification. Prize will not be awarded if Entry is deemed void for any reason, including without limitation, if Entry is not verified or recognized as being valid. Sponsor may assign, delegate, subcontract or transfer any of its rights or obligations hereunder and may authorize any direct or indirect affiliate of Sponsor to act as Sponsor's agent for purposes of this Agreement, including fulfillment of prizes.

8. **LIMITATIONS OF LIABILITY:** Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. Shure Incorporated and its worldwide subsidiaries, their affiliates, subsidiaries, promotion agencies, the prize suppliers and each of their respective directors, officers, employees and assigns, as well as Capitol Music Group, a division of UMG Recordings, Inc., YouTube, Vimeo and Youku (collectively "Released Parties") will have no liability for any claim arising in connection with participation in this Contest (including any harm caused or claimed to be caused during the shooting of the video or professional recording sessions), or the acceptance or use of any prize. Acceptance of prize constitutes permission to use winners' names and/or likenesses for commercial purposes without further notice and compensation, unless prohibited by law. Sponsor, its affiliates, subsidiaries, vendors, advertising and promotion agencies will have no responsibility for promotional materials that may be illegible, mutilated, altered, forged, duplicated or tampered with in any way, or for printing, typographical, mechanical or other errors or for any error in the notification or announcement of the prize. In no event will Sponsor be obligated to award more prizes than the number of available prizes stated in these Official Rules. Participants agree to be bound by these Official Rules and the decisions of the judges, which are final. By participating, Entrant releases Sponsor from any claims arising out of any use or disclosure of an Entry/Submission consistent with these Official Rules. Sponsor does not accept any liability for the publication of unlawfully reproduced video/music/lyrics. Nothing in these Official Rules should be construed so as to limit or exclude either the Released Parties or the Entrant from liability for fraudulent misrepresentation.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED USD ONE THOUSAND DOLLARS (\$1,000.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL

RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED USD ONE THOUSAND DOLLARS (\$1,000.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY.

For EU Residents only:

- (i) Sponsor shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health caused by Sponsor.
- (i) In an event of slight negligence, Sponsor shall be liable only for breaches of a material contractual obligation ("cardinal duty"). A cardinal duty in the meaning of this provision is an obligation whose fulfillment makes the implementation of this contract possible in the first place and on the fulfillment of which the contractual partner may therefore generally rely.
- (ii) In a case according to Clause i, Sponsor shall not be liable for any lack of commercial success, lost profits, non-foreseeable damages and indirect damages.
- (iii) Liability in accordance with the above Clauses i and ii shall be limited to the typical and foreseeable damages; however, the liability amount shall not exceed €10,000.
- (iv) The limitation of liability shall apply mutatis mutandis to the benefit of the employees, agents and vicarious agents of Sponsor.
- (v) Any potential liability on the part of Sponsor for any warranties and for claims based on the applicable Product Liability Act shall not be affected.

9. **OWNERSHIP OF ENTRY/GRANT OF RIGHTS:** Entrants producing and submitting materials for consideration in this Contest will do so without compensation and at their own risk. Entrants grant unlimited right of use (no download to the public) of the submitted materials to Sponsor on Sponsor websites or social media sites used by SHURE. Entrant will retain ownership to their Entry, however, by participating in the Contest Shure warrants not using the recording beyond what is deemed necessary in connection with the Contest unless Entrant signs a usage agreement granting Shure additional usage rights. Sponsor may feature selected Entry/MOTIV Submission on the Website or other mediums from time to time at Sponsor's discretion. Subject to applicable law, you waive any rights of privacy, intellectual property rights and other rights that may preclude Sponsor from using or disclosing your Entry/Submission and related materials or information. Grand Prize winner's participation in any photographs, audio or video recordings, practices or other events associated with the Grand Prize Trip shall be owned by Shure Incorporated who may exploit, edit, modify, and distribute the recordings and photographs and all elements of such participation, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to the Grand Prize Winners or any third party.
10. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, misdirected email, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data/phone transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting

from participating in or experiencing any materials in connection with this Contest. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete or faulty network connectivity of any kind, failures of any service providers, social media sites, or any combination thereof, which may limit a person's ability to participate in this Contest. Proof of submission will not be deemed proof of receipt by Sponsor. Sponsor assumes no responsibility for undeliverable email messages resulting from filtration of a user's Internet service or wireless phone carrier network. Sponsor reserves the right to suspend, cancel or modify the Contest if it cannot be executed as planned for any reason or event beyond Sponsor's control (a "Force Majeure" event or occurrence), including, but not limited to, if fraud or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper play of the Contest as determined by Sponsor and/or the independent judging organization, in their sole discretion. If the Contest is so cancelled, eligible entries received prior to such action may be judged based on the judging criteria to award prizes. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions. Sponsor and/or judges reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the participant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

11. **GOVERNING LAW/JURISDICTION:** Unless the laws relevant for the domicile of the Entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of Illinois, United States. Claims may not be resolved through any form of class action. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Contest shall be resolved by arbitration pursuant to this provision at Chicago, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of three arbitrators and all proceedings shall be conducted in the English language. In any such arbitration proceedings the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.
12. **COUNTRY SPECIFIC NOTICES:** If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted. In addition to the tax liability disclosures in these rules, Contest winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due per the laws, rules and regulations of the winners' country of residence. By entering the Contest, Entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Official Rules, each of them expressly submit themselves to the laws of the United States of America and to the jurisdiction of the competent courts in the County of Cook, in the State of Illinois, United States of America,

expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause.

13. **PERSONAL DATA:** You will be asked to provide personal data on our Website. These will be stored and processed, as required for the purposes of the Contest. Shure assures that your information will be kept confidential in accordance with data protection regulations fulfilling the applicable requirements of EU data protection law (Directive 95/46/EC and EU-GDPR, respectively). Participant data will be stored on Backstage Pro for entry-processing purposes and will not be shared with any 3rd parties apart from Shure, its subsidiaries or distributors. Public entry information will be stored on Backstage Pro. For questions, please contact info@off-the-beaten-track-shure.com.

By applying to the Contest the user opens a membership account. The operator (Shure) is entitled for the purpose of the conduct of the Contest according to its Official Rules – to collect, to process (e. g. to modify, to save for further processing, to combine with other data records and to archive) and to use personal data and the band's profile (text and images) until the consent is revoked.

The data is stored and processed by the technology partner of the operator Leitmotiv Online Medien GmbH & Co. KG, Hafenstraße 86, 68159 Mannheim. Server location is Germany. After the end of the Contest the member accounts and associated personal data and the band's profile will be automatically deleted. A premature termination of the member's account, which the user can carry out on the login section of the Contest site at any time, also leads to the complete deletion of data and, therefore, to the exclusion from the Contest.

Your personal information will be used in accordance with the Shure Incorporated [Privacy Policy](#) and as otherwise set out in these Official Rules for the purpose of administering this Contest. You expressly agree to the use of your personal information for such purpose. Sponsor will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless you have given your prior express consent to receive additional information from Sponsor or a third party.

14. **WINNERS LIST:** The Winners of the Contest will be announced at off-the-beaten-track.shure.com on or about June 18, 2018 or after the winners have been verified.
15. **NO LEGAL PROCEDURE: For German residents only:** Any recourse to the courts of law is excluded [●●German translation: Der Rechtsweg ist ausgeschlossen ●●].
16. **MISCELLANEOUS:** In the event of any conflict between the English version of these Official Rules and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules.

Sponsor: Shure Incorporated, 5800 West Touhy Avenue, Niles, IL 60714-4608.

Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

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