SCOPE + VH1 Headphone 2015 SWEEPSTAKES

OFFICAL RULES ("Rules")

SPONSOR and ADMINISTRATOR: SCOPE Art Fair, Inc. 45 Main Street, Ste. 846, Brooklyn, NY, 11201

- 1. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING.
- **2. ENTRY PERIOD:** "SCOPE + VH1 Headphone 2015 SWEEPSTAKES" (the "Sweepstakes") commences at 12:00:01 AM Eastern Time ("ET") November 16, 2015 and ends 11:59:59 PM ET on December 7, 2015 (the "Sweepstakes Period"). The Sweepstakes is comprised of individual giveaways over the course of a 21 (twenty one) day period, the dates of which will be picked at the discretion of the SPONSOR and ADMINISTRATOR of the Sweepstakes Entries must be received in the timeframe and manner as directed by SCOPE Art Fair, Inc. ("Sponsor") and must comply with these Official Rules.
- **3. PROMOTION OVERVIEW:** SCOPE & VH1 Headphone 2015 SWEEPSTAKES ("Sweepstakes") will give eligible entrants an opportunity to enter to win an Winner package for SCOPE's Miami Beach Art Show in December 2015. Prizes will be awarded at random to eligible entrants at any time during the "Sweepstakes Period" at the discretion of the Sponsor and Administrator. During the Sweepstakes Period, entrants tweet the competition message, "Find me at The Breaks at #SCOPEMiamiBeach with @VH1 + @SCOPEArtShow https://scopeart.com/shows/miami-beach-2015/programs" & follow @SCOPEArtShow.
- 4. ELIGIBILITY: This Promotion is open to: legal residents of one (1) of the forty-eight (48) contiguous United States and District of Columbia who (i) are at least eighteen (18) years of age or older at the time of entry and (ii) have a http://www.twitter.com account to enter. Entrants who have not yet reached the age of majority in the jurisdiction in which they reside will need to obtain permission from their parents/legal guardians in order to enter be declared a Prize Winner. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Sponsor and each of its respective affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies (collectively "Promotion Entities") are not eligible to enter Promotion. By participating in this Promotion, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, and by the decisions of Sponsor, which is final in all matters relating to the Promotion; (b) release and hold harmless Promotion Entities and its respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Promotion and/or use or misuse or redemption of a Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.
- **5. TO ENTER:** All you need to do to enter is to tweet the competition message, "Find me at The Breaks at #SCOPEMiamiBeach with @VH1 + @SCOPEArtShow https://scope-art.com/shows/miami-beach-2015/programs" & follow @SCOPEArtShow. No purchase of any goods or services is necessary to be eligible for entry into this competition. Entries submitted before the open date and/or after the close date will not be counted. No correspondence will be entered into except to gather winner's contact information. Entries made by anyone found to use multiple accounts to enter will be ineligible. Entrants Tweeting the competition message more than once will be disqualified, and ineligible to win a prize.

(Note: You will need to create a Twitter account if you don't already have one. Membership on Twitter is free and registration for Twitter can be obtained by logging on to http://twitter.com ("Twitter Web Site") and following the onscreen instructions to open an account). BY TWEETING THE SCOPE-SPECIFIED HASHTAG AND OFFICIAL RULES URL YOU AGREE TO THE TERMS OF THESE OFFICIAL RULES. You must follow the official "@SCOPEArtShow" Twitter account located at http://www.twitter.com/scopeartshow so you can see if you've won (pending verification) in addition to the winner notification described in Section 6 below. Please note that if you do not respond the winner notification described in Section 6, you will be disqualified and another winner will be selected. Limit one (1) Tweet per person per day. Each Tweet will count as one (1) entry. Automated Tweets or Tweets sent via a bot will be disqualified. All entries submitted in accordance with these Official Rules shall be

hereinafter referred to as "Eligible Entries". In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the Twitter account used to participate at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned a Twitter account by Twitter. All entries become the property of Sponsor and will not be acknowledged or returned.

- **6. LIMITATIONS:** In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the email account used in connection with the entry is registered. Proof of transmission does not constitute proof of entry. Entries by any method other than set forth above are void. Any use of automated or programmed methods effecting Entry is prohibited. Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular or in any way, late, lost, misrouted, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releases are void. Each of such potential Entries will be disqualified. Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state, local and municipal laws and regulations.
- 7. Winner Selection/Notification: Between two (2) and five (5) Prize Winners (each a "Prize Winner") will be selected at random by Sponsor at anytime during the Sweepstakes Period based on the Tweet instructions/criteria provided. Sponsor will make (time permitting) up to two (2) attempts to contact each potential Prize Winner via direct message to such potential Prize Winner's Twitter account from @SCOPEArtShow. Each potential Prize Winner will have twenty-four (24) hours to reply to the Sponsor's direct message. If a potential Prize Winner does not respond within the twenty-four (24) hour period, such potential Prize Winner will be disqualified and an alternate Prize Winner will be selected from among the remaining applicable Eligible Entries received.
- 8. Winner Verification: Each potential Prize Winner must prove eligibility, including, without limitation, proof of age and residence prior to receiving a prize. In the event of non-compliance by a potential Prize Winner such potential Prize Winner shall be disqualified and all privileges otherwise due as a Prize Winner shall be terminated and an alternate potential Prize Winner may be chosen from among all of the remaining applicable Eligible Entries received in Sponsor's sole discretion. Each Prize Winner must sign (his/her parent/legal guardian must sign if potential Prize Winner is not the age of majority in the jurisdiction in which he/she resides) and return to Sponsor within five (5) days of receipt of such documents from Sponsor ("Deadline"): (a) an affidavit of eligibility and release of Promotion Entities and its respective officers, directors, employees, agents and members ("Releasees"), from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Promotion or the use/misuse or acceptance of any prize, or any portion thereof, to be eligible for a prize; and (b) except where prohibited by law, a promotional release granting Promotion Entities the right to use his/her name, voice and likeness for advertising and publicity purposes without additional compensation and (c) any other documentation required by Sponsor, including a W9 form and Prize Winner's social security number for tax purposes (collectively, the "Releases"). Entry into and/or participation in this Promotion constitutes Prize Winner's agreement to sign such Releases. Prize Winners also must acknowledge that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prize(s) and Prize Winner (his/her parent/legal guardian must sign if Prize Winner is not the age of majority in the jurisdiction in which he/she resides) will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the Prize(s). Prize Winners must also complete any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to the Prize(s) and return them as instructed within the time frame specified by Sponsor or Prize Winners may forfeit Prize at Sponsor's sole discretion. Failure to return all such documents and comply with Deadline, noncompliance with these Official Rules or the return of any prize or prize notification will result in disqualification and selection of an alternate winner, in Sponsor's sole discretion. All decisions of Sponsor relating to the Promotion are final.

9. Prizes: There will be between two (2) and five (5) Prizes awarded during each Sweepstakes Period. Each Prize Winner will receive one (1) prize which may include, but not be limited to, one of the following prizes: (i) one (1) set of Monster DNA Headphones; (ii) one (1) SCOPE + VH1 Tote bag; or (iii) one (1) VIP Pass to SCOPE Miami Beach with an approximate retail value ("ARV") ranging from between \$10.00 and \$400.00 (collectively, a "Prize"). Sponsor is not responsible if a potential Prize Winner is unable or unavailable to accept a Prize.

The ARV of each Prize is between \$10.00 and \$400.00. The maximum total ARV of all Prize(s) awarded in each Giveaway Period is between \$20.00 and \$4000.00. The ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. No other substitution, transfer or cash equivalent permitted. Any details related to the Prize(s) not specified herein shall be determined by Sponsor in its sole discretion. If for any reason the prize-related event is delayed, cancelled or postponed, Sponsor reserves the right, but is not obligated, to cancel or modify the Promotion in its discretion and shall award a substitute prize of equal or greater value, in its sole discretion. The date for fulfillment of the Prize(s) will be within five (5) days of winner verification for each Giveaway Period, subject to change in Sponsor's sole discretion.

- 10. General Prize Terms: Arrangements for fulfillment of the Prize(s) will be made by Sponsor. All costs and expenses not specifically listed as part of the Prize(s) are solely Winners' responsibility. The value of the Prize(s) may be taxable to winners as income. Each Prize Winner may be required to supply Sponsor with his/her social security numbers for tax purposes. An IRS Form 1099 may be issued in the name of the Prize Winner, or if a minor in the jurisdiction in which he/she resides, in the name of his/her parent or legal guardian, for the actual value of the prizes received. Upon entry into the Promotion, Prize Winners (as well as all other entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), and any other costs and expenses associated with the Prize(s) not specifically provided for in these Official Rules, are solely Prize Winners' responsibility. Sponsor shall have no responsibility or obligations to Prize Winners or potential Prize Winners who are unable or unavailable to accepts or utilize the Prize(s) as described herein. Sponsor reserves the right not to award some or all of the Prize(s) if it determines, in its sole discretion, that an insufficient number of Eligible Entries were received during any of the Giveaway Periods.
- 11. General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR PROMOTION ENTITIES INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A PRIZE WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

The Promotion Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Promotion or by any human error which may occur in the processing of the entries in this Promotion. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the Prize(s) or Prize Winners. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. Should the Promotion be terminated prior to the stated expiration date, the Prize(s) may be awarded to alternate winners to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES

REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE PROMOTION. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless Promotion Entities, Viacom Media Networks, a division of Viacom International Inc., on behalf of its VH1 programming channel ("VMN" or "Prize Provider"), and Twitter Inc. ("Twitter") from any and all liability resulting or arising from the Promotion, to release all rights to bring any claim, action or proceeding against Promotion Entities or Prize Provider and hereby acknowledge that neither Promotion Entities, Prize Provider, nor Twitter have 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(s).

- 12. Request for Names of Winners and Official Rules: For the names of the Prize Winners and/or Official Rules, send a self-addressed stamped envelope to: "SCOPE Art Show" 45 Main Street, Ste. 846, Brooklyn, NY, 11201. All requests for a copy of the Official Rules and for the names of the Winners must be made by January 1, 2014. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Winners". Vermont residents may omit return postage if requesting a set of Official Rules.
- 13. Sponsor: This Promotion is sponsored by SCOPE Art Show, 45 Main Street, Ste. 846, Brooklyn, NY, 11201.
- 14. Prize Provider: Viacom Media Networks, a division of Viacom International Inc. on behalf of its VH1 programming channel ("VMN"), is a prize supplier only in this Sweepstakes.

Twitter and VMN are not sponsors of this Sweepstakes, and are not responsible for the administration of the Sweepstakes, the collection of the entries or the conduct of the draws. Inquiries (whether questions, comment, or complaints) should be directed to Sponsor, not to Twitter or VMN.