

**THE NEXT FEST THING SWEEPSTAKES  
OFFICIAL RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
  
2. **CAN I PARTICIPATE?** Subject to the additional restrictions below, to be eligible for the **The Next Fest Thing** Sweepstakes (the “Sweepstakes”) entrants must (i) be legal residents of the 50 United States and the District of Columbia (ii) be at least twenty one (21) years of age or older; and (iii) have an active **Instagram** account. Entrants may register an account with this platform at no cost. Entrant qualifications will be evaluated as of the time of submission.

The following persons are not eligible to enter or to win: (i) persons under the age of 21; (ii) officers, directors, and employees of AARP (“Administrator”) and its partners, affiliates, and advertising agencies; and (iii) the immediate family members of, and any persons living in the same household as, any such employee. The term “immediate family members” is defined as spouses, parents, grandparents, siblings, children, and grandchildren.

3. **HOW DO I ENTER?** The Sweepstakes will begin at the time the Sweepstakes Announcement is posted on AARP’s **Instagram** page on **September 3, 2020**, and end at **11:59 PM** eastern time on **September 13, 2020** (the “Sweepstakes Period”). Administrator’s designated computer clock will be the timekeeping device controlling the Sweepstakes Period. *Entrants are responsible for determining the appropriate beginning and ending times in their respective time zones.*

To enter, log into your **Instagram** account. If you do not have an existing account, you may register free of charge. Next, **post a photo enjoying WWOZ Festing in Place – The Next Fest Thing with the hashtag #AARPRocks**. Your entry must provide all information requested in the Sweepstakes Announcement to be considered. *Entrants must ensure that their Instagram profile is set to “public” for the duration of the Sweepstakes to be eligible.*

**Limits:** Maximum one (1) entry per person. Entrants who repeatedly post duplicative content or create multiple accounts to submit multiple entries will be disqualified. Any post containing a virus or malware, or content that the Administrator determines to be threatening, abusive, harassing, defamatory, libelous, hateful, embarrassing to another person or entity, deceptive, obscene, invasive of another's privacy, tortious, containing racial slurs, or containing explicit or graphic descriptions or accounts of, sexual acts, or that is not within the spirit of the Sweepstakes will not be considered.

- 3.1. **Representations and Warranties:** By entering the Sweepstakes, entrants represent and warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the entry and that they have the right to submit the entry and grant all required licenses and assignments. Each entrant agrees not to submit any entry that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations.
- 3.2. **Collection of Entries:** Any software-generated, robotic, programmed, script, macro or other automated online or text message submissions will be void. All entries become property of AARP and none will be returned or individually acknowledged. Each entry shall be considered the submission of the natural person assigned the account by the administrator of the social media platform.

#### 4. **WHAT CAN I WIN?**

- 4.1. **Prize:** One (1) Winner each day of the promotion period will receive two tickets to the **2021 New Orleans Jazz and Heritage Festival**. Winner is responsible for all travel expenses not specifically described above, including, without limitation, flights, hotels, ground transportation, meals, airport charges on luggage, travel insurance, tips, room service, telephone charges and other incidentals. This package has a total approximate retail value (ARV) of **\$170.00 (\$85 per ticket)**. Administrator will not be liable for any expenses incurred as a consequence of flight cancellations or delays.. Administrator will not replace any lost or stolen prize components. Winner will forfeit prize in its entirety if he/she cannot travel on the dates designated by Administrator. Winner is responsible for all required travel documents.

***\*In the event that the Winners are unable to attend the 2021 New Orleans Jazz and Heritage Festival solely in connection with a cancellation of the event, Administrator will, at its own discretion, provide a make-good equivalent prize if contacted by the Winners within thirty (30) days of the Festival cancellation announcement.***

- 4.2. Prizes are non-transferable. No prize substitutions allowed, except that Administrator reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Prizes may not be sold, bartered or exchanged by the winner. All details of any prize not specified herein shall be determined solely by Administrator. By accepting a prize, winner acknowledges compliance with these Official Rules. All federal, state, or other tax liabilities arising from this Sweepstakes are the sole responsibility of the winner.

5. **HOW WILL WINNERS BE SELECTED?** Each entry will be reviewed by Administrator before **September 13, 2020**. Entries will be evaluated based on **random drawing from qualified entries**. Winners will be chosen at the sole discretion of the Administrator and the Administrator's decision is final.

Any entry selected will be subject to review by the Administrator and may be disqualified for failure to comply with the requirements of the Sweepstakes, subject to the limitations outlined above. Administrator reserves the right to seek an alternate Winner in the event that the individual originally selected is disqualified, at Administrator's sole discretion.

6. **WHAT ARE MY CHANCES OF WINNING?** The odds of winning depend on the number of eligible entries received and the Administrator's evaluation of said entries.
7. **WHEN WILL I BE NOTIFIED IF I WON?** Once selected, Winners will be notified within twenty-four (24) hours via **Instagram**. The Winner must respond via email [jhiggison@aarp.org](mailto:jhiggison@aarp.org) within forty-eight (48) hours of notification, an alternative Winner will be selected by random drawing.

8. **ADDITIONAL AGREEMENTS**

- 8.1. **Limitations of Liability:** By entering the Sweepstakes, entrants agree to release Administrator and its employees, agents, affiliated companies, and advertising agencies ("**Released Entities**") from any and all liability arising from: (1) any incorrect or inaccurate information, whether caused by writer, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the announcement of the Winner or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged or stolen entries; or (6) any injury 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. Entrants further agree to release Released Entities from any and all liability arising from misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

- 8.2. ENTRANTS ALSO ACKNOWLEDGE THAT THIS SWEEPSTAKES IS IN NO WAY ADMINISTRATED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH **INSTAGRAM**.

ENTRANTS RELEASE **INSTAGRAM** FROM ANY LIABILITY IN CONNECTION WITH THIS SWEEPSTAKES.

- 8.3. **Publicity**: Where permitted by law, the selected potential winner may be required to submit a publicity release and limitation of liability. Failure to complete such documents in a timely manner may also result in the selection of an alternate Winner. Acceptance of the offer to be published signifies the entrant's agreement and consent that Administrator and its designees may use the entrant's name, handle, city, state, likeness, photo, and submission in connection with the promotion of the Sweepstakes, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
- 8.4. **Intellectual Property Rights**: Each entrant shall retain ownership of all intellectual property rights in each submission (including moral rights) subject to these Official Rules. However, by entering the Sweepstakes, and to the extent allowed by law, each entrant grants Administrator and its affiliates, licensees, promotional partners, developers and third party marketing entities a non-exclusive, perpetual, worldwide, royalty-free license to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, adapt, publish, exploit and use the submitted entry throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.
- 8.5. **Cancellation**: Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, virus, human error, tampering or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 8.6. **Governing Law**: The Sweepstakes is governed by the laws of the District of Columbia, with jurisdiction and venue in Washington, DC, and all claims must be resolved in the courts of Washington, DC.

- 8.7. **Personal Identifying Information:** All personal information submitted in the Sweepstakes is subject to the AARP Privacy Policy, available at: <http://www.aarp.org/about-aarp/privacy-policy/> Entrant agrees to the collection, processing and storage of his/her personal data by Administrator in the United States for purposes of the Sweepstakes.
9. **WHERE CAN I OBTAIN A WINNER LIST?** To receive notice of the winner, mail a self-addressed, stamped envelope to be received by October 13, 2020 to: Ultimate **THE NEXT FEST THING SWEEPSTAKES**, AARP, 601 E Street, N.W., Washington, D.C. 20049.
10. **WHO IS THE ADMINISTRATOR?** The Sweepstakes is administrated by AARP, 601 E Street, N.W., Washington DC, 20049.