

ARIUM PRESENTS  
**SOUNDS OF SUMMER**

***OFFICIAL TERMS AND CONDITIONS***

**By entering this Contest, you accept and agree to be bound by these Official Rules and the decisions of Sponsor and the judge(s), which shall be final, binding and conclusive on all matters relating to the Contest.**

**DESCRIPTION:** ARIUM Living ("Sponsor") invites individuals who reside fulltime in rented housing to participate in this singing competition (the "Contest"). While multiple performers (duos, bands) may participate, one individual must be designated as the entrant and only the entrant's performance will be judged.

**ELIGIBILITY:**

The Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of entry. Entrants may also designate to perform in their place individuals who are between the ages of 13-17. Sponsor will finally determine whether an entrant is eligible to participate.

The primary residence of entrants must be a rental property at the time of entry and throughout the Contest. Only renters of their primary residence qualify. If an entrant's eligibility status changes prior to the conclusion of the Contest, Sponsor will decide whether entrant may be disqualified.

You must be legally present in the United States, and you must be eligible to accept the prize, if awarded. You must provide Sponsor with any documentation or proof that Sponsor requires, including, without limitation, a valid US passport or valid US driver's license.

Persons in any of the following categories are NOT eligible to win a prize: (a) employees or agents of Sponsor and its parent companies, subsidiaries, affiliates, distributors, subsidiaries, advertising and Contest agencies, (b) individuals engaged in the development, production or distribution of materials for the Contest; and (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. All federal, state and local laws and regulations apply. Void where prohibited, taxed or restricted by law, regulation or rule.

If requested by Sponsor, you must voluntarily submit to and complete a background check, in accordance with applicable laws and execute all documents required by Sponsor in connection with such background check.

**HOW TO ENTER and PROCESS: Contest begins on April 1, 2024 and ends at 11:59:59 p.m. ET on August 16, 2024 ("Promotion Period").**

Round One. To enter, complete an entry form for the competition at OfficialSoundsOfSummer.com which will include an acknowledgment of the Contest's official rules. If applicable, a parental or legal guardian authorization and release form will be required. Upload a single video recording of entrant singing a song. If selected to move forward, a copy of a lease or rental agreement showing entrant's primary residence will be required. Video entry cannot exceed five minutes in length, must be an original recording, and must feature the entrant's voice. Videos cannot include content to which someone else owns the copyright or other intellectual property rights, such as, logos, insignia, posters, pictures, etc., without the owner's authorization. Limit one entry per person, but Sponsor reserves the right to permit additional entries or multiple song submissions by a specific entrant.

The Contest judges will choose up to sixty (60) participants for Round 1. Participants selected for Round 1 will be notified via email. Submission videos will be posted online across ARIUM Living's social media platforms and channels. Sponsor reserves the right to edit all submissions for time and/or content as part of posting.

Round Two. Judges will then select ten (10) semi-finalists for Round 2 based on the virality of the Round 1 video submission (views, shares, comments, etc.) and the entrant's creativity and overall talent.

The ten (10) semi-finalists will then be required to upload a second video recording of themselves singing a different song (subject to the same rules as the first song) plus an up to thirty (30) minute background video intended to introduce them to the public. Semi-finalists will each receive a complimentary video camera that they may use to create the background video. Semi-finalist performance and background videos, edited for time and/or content if deemed necessary by Sponsor, will be shared across ARIUM Living's social media platforms and channels.

Round Two Voting. There will be public voting on semi-finalists. Public voting at OfficialSoundsOfSummer.com will open in Round 2. Voters must reside within the United States.

The top four (4) vote getters will move on to the Round Three finals. Sponsor reserves the right to determine the top four vote getters irrespective of the public voting.

Round Three. The four Round Two finalists then move on to Round Three. Round Three requires each finalist to come to Atlanta, Georgia for a day of interviews in July, and a separate trip in August to Atlanta, Georgia to participate in an in-person finale competition taped in front of a live audience at a venue in Atlanta, Georgia. ARIUM Living will cover the cost of airfare and a two-night stay at a hotel of the Sponsor's choosing for the four (4) finalists in each of July and August. If a finalist is a minor, ARIUM Living will also cover the cost of airfare to Atlanta for one parent or legal guardian.

Round Three process. For Round Three, each of the finalists will be required to submit a song choice at least one (1) week in advance of the show and participate in rehearsals and sound checks with the host and celebrity mentors the day before the show. Failure to meet these requirements will result in disqualification, in Sponsor's and judges' sole discretion. ARIUM Living reserves the right to request a specific or different song choice for the performance. Finalists may not use pre-recorded accompaniment for the performance. If accompaniment is needed, the finalists will work with the house band on an arrangement.

Winner will be selected by popular vote on OfficialSoundsOfSummer.com. Sponsor reserves the right to determine the winner irrespective of the public voting.

All song selections for all rounds may be subject to rights clearances, and entries may be rejected if clearance for song choice cannot be obtained, in Sponsor's sole discretion.

Voting. Entrants may not obtain votes in exchange for, or provide or benefit from, any inducement, vote exchange, vote farming, or any other material benefit, that artificially inflates an entrant's vote total, as determined by Sponsor in its sole discretion. Should there be any attempt to manipulate the voting or winner selection process, Sponsor reserves the right to select the winners, disqualify any votes, disqualify any entry, and take any other action it deems appropriate in order to conduct this Contest fairly and equitably. Sponsor may reject any entry and any vote it believes is the result of fraud or were submitted in violation of the official rules.

Void outside the eligible jurisdictions

Contest is subject to all federal, state, local, and municipal laws.

**PRIZE:** One Grand Prize winner will receive one year of free rent, at the amount of monthly rent of the resident/entrant's lease agreement. Maximum prize value: \$36,000. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable, except at discretion of Sponsor. Prizes awarded WITHOUT WARRANTY OF ANY KIND (unless indicated), express or implied, without limitation. No prize substitutions allowed by winner. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion for any reason. Prize is not redeemable for cash. Winner is solely responsible for payment of any taxes on prizes. Winner may be required to complete an affidavit of eligibility/liability and publicity release (except where prohibited by law) which must be returned as directed by Sponsor. Failure to sign and return the affidavit or release, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded.

**RELEASE:** By entering the Contest, all entrants grant their consent to the use, display, and publication of their name, biographical information, likeness, and performance in any media for any commercial or promotional purpose, including the Internet, without limitation or further compensation. By participating, entrants release Sponsor and its parent companies, affiliates, subsidiaries, distributors, advertising and promotional agencies, the judging organization, and their respective directors, officers, employees and agents ("**Released Parties**"), from any and all liability with respect to all aspects of the Contest including all liability, loss, damage or bodily injury resulting from participation in this Contest, and the possession, acceptance, or misuse of prizes. Entrants who do not comply with Official Rules or who attempt to interfere with the proper administration of the Contest in any way shall be disqualified. Entrants grant to Sponsor and each of its respective designees the irrevocable and unconditional right to publicize Entrant's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, except where prohibited by law.

**SUBMISSION GUIDELINES:** Submissions may not contain, include, or involve any of the following, as interpreted by Sponsor in its sole discretion:

Obscenity; Crude, vulgar or offensive language; Violence; Explicit sexual language;

Illegal drug or alcohol use or references;

Social security numbers, phone numbers, personal addresses or any personal, identifiable information;

Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others;

Trespass or the violation of other people's rights or property;

Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress);

Conduct or activities in violation of these Official Rules;

Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate;

Any content that is otherwise or could be considered inappropriate, unsuitable, or offensive;

- Content that was submitted previously in a promotion of any kind;
- Content that contains material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement;
- Content that disparages Sponsor, or any other person or party affiliated with the promotion and administration of this Contest.

**REVIEW:** All entries are subject to eligibility and compliance with these Official Rules, whether eligibility issues arise before or after entry, submission(s), audition(s) performances or other actions taken to participate in the Contest. You warrant and represent that you consent to the use by Sponsor of your submission(s) and all activities as a participant in the Contest, in Sponsor's sole discretion. Sponsor reserves the right to disqualify any entrant for any reason, in its sole and absolute discretion, including its determination in its sole discretion that an entrant fails to satisfy any eligibility issues, whether specific or in the spirit of the Contest, or violates any submission guideline. Sponsor is not obligated to use, publish, display or broadcast any of the submissions or entries. Sportsmanlike behavior is expected at all times. Failure to display proper decorum could result in immediate disqualification. Sponsor reserves the right to terminate any participant from the competition for unsportsmanlike behavior.

#### **INTELLECTUAL PROPERTY:**

Entrants agree that Sponsor has no obligation to use, publish, play, or display, the Contest submissions or performances in any way. Entrants irrevocably grant Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional, unlimited and perpetual worldwide right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse the Contest submissions, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion, as well as to use (or not use) entrant's name, likeness, photograph, performance, and/or statements in this Contest in any and all media without limitation. You understand and agree that although you have granted Sponsor the

right to use your submissions or performances as stated hereinabove, Sponsor, in its sole discretion, may elect not to use any submission or performance. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY OTHER THAN THE PRIZES STATED HEREIN IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR.

Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude Sponsor's use of Contest submissions or performances and agrees not to sue or assert any claim against Released Parties arising out of or connected to the use of such materials. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting.

**CONTEST INTEGRITY:** Sponsor reserves the right to cancel, modify, or alter the Contest, the process, any individual round, and winner selection, due to weather, number of entries, or any other circumstance deemed necessary in Sponsor's sole discretion. Sponsor reserves the right to add/change additional competition days or alter the competition due to unforeseen circumstances. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, incorrect or inaccurate entry information, computer bugs or viruses; failures in servers or other connections; lost or interrupted or unavailable network, miscommunications, failed phone or hardware or software transmission failure or loss; delayed or corrupted data transmissions; garbled or jumbled transmissions or for any other error of any kind, whether computer, technical printing, typographical, human or other, relating to or in connection with the Contest including, without limitation, errors which may occur in connection with the administration of the Contest, the announcement of the prize, the processing of entries or in any Contest related materials, or inaccurate transmissions of or failure to receive visit information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Contest is not capable of running as planned due to any reason at all, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Contest or any element thereof.

**DISPUTES:** This Contest is governed by the laws of the United States and the State of Georgia, without respect to conflict of law doctrines. As a condition of participating in this Contest, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Georgia, having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g., costs associated with entering), and participant further waives all rights to have damages multiplied or increased.

**PRIVACY:** Information collected through the Contest is subject to and may be used and shared by Sponsor in accordance with Sponsor's Privacy Policy at <https://ariumliving.com/privacy-policy/> and applicable law, including in connection with the administration of this Contest, including, but not limited to, notifying and verifying potential winners, and fulfilling prizes. Personal information

collected will be stored on servers located in the United States and may be accessible to U.S. law enforcement, courts and other governmental institutions pursuant to the laws of the United States.