THE TRANS-SIBERIAN ORCHESTRA PROMOTION
OFFICIAL RULES

NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Trans-Siberian Orchestra Promotion (hereinafter, the “Promotion”) is a sweepstakes sponsored by (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise” and “Administrator”). Live Nation Worldwide, Inc., Wild Child Touring, Inc. and Petitti Garden Centers (each a “Prize Provider”) are responsible for providing prizes for the Promotion. Donations made in the Promotion (as defined below) go to University Hospital’s Rainbow Babies and Children’s Hospital, EIN 34-6532528, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the Promotion is here: https://www.crowdrise.com/transsiberianorchestra. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by CrowdRise, which are final and binding in all matters related to the Promotion. THE PROMOTION IS VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED IN SECTION 1), WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR, CROWDRISE AND/OR A PRIZE PROVIDER TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR, CROWDRISE OR A PRIZE PROVIDER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms) and Privacy Policy (www.crowdrise.com/about/privacy) apply to the Promotion and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

1. ELIGIBILITY:
   
   Entrant Eligibility: The Promotion is only open to eligible individual legal residents of the state of Ohio or legal residents residing within one hundred fifty (150) miles of the venue (the “Eligibility Area”), who are age 18 or older at the time of entry who agree to and comply with these Official Rules. All entries made in connection with the Promotion are governed by these Official Rules and are subject to verification of eligibility before a prize is awarded. Employees, independent contractors, officers, directors, and judges of Sponsor, CrowdRise, a Prize Provider, and their respective parents, affiliate companies, subsidiaries, agents, advertising and promotion agencies and anyone involved in the development or execution of the Promotion, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. By
participating in the Promotion, you warrant that you are eligible to participate in accordance with these Official Rules.

Donation Eligibility: In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Promotion, the minimum donation is $10, donations must be made on the CrowdRise website at www.crowdrise.com (the “Website”) via the campaign page here: https://www.crowdrise.com/transsiberianorchestra (“Campaign”) using a credit card through CrowdRise and its third party payment processor during the Promotion Period (defined below) and successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Promotion Period in order to count as an entry for the Promotion. Donations can take time to process. Donations made outside of the Promotion, outside the Promotion Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order or an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card (“offline donations”) or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Promotion. CrowdRise has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count as an entry for the Promotion. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. Results of the Promotion are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winner(s).

2. PROMOTION PERIOD:

The Promotion begins on November 17, 2017 at 2:00pm Eastern Time (ET) and ends on December 13, 2107 at 11:59:59pm ET, such period referred to herein as the “Promotion Period”. CrowdRise’s server and computer clock is the official time-keeping device for the Promotion.

If you enter by donating as described in Section 3(a) below, such donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Promotion Period. If you enter via the free method described in Section 3(b) below, such entries must be received by CrowdRise before the end of the Promotion Period.

3. HOW TO ENTER:

Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise or to make any donations or perform any fundraising through CrowdRise. During the Promotion Period, enter the Promotion as follows:

(a) Method One: To Enter by Donation: Donate at least ten dollars ($10) on the Website. To determine the number of entries in connection with each donation, your donation is broken down into ten dollar ($10) increments, with each ten dollar ($10) increment constituting one (1) entry. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, $10 and $11 donations get one entry; $60 and $61 get six entries. You may donate more than one (1) time, provided that your total entries (regardless of method of entry) do not exceed the entry limit set forth in these Official Rules. Each donation you make separately on CrowdRise is separate for purposes of counting entries. In other words, if you make 2 separate donations of $15 each, you get two entries (not three entries, which would be the case if you make one donation of $30). Assurance of delivery and processing of donations is the sole responsibility of the entrant. Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, the ultimate recipient
of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the Crowdfund's Terms and Conditions.

(b) **Method Two: To Enter for Free:** During the Promotion Period, go to: [https://www.crowdrise.com/FreeAlternateMethodofEntry](https://www.crowdrise.com/FreeAlternateMethodofEntry) and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your name, mailing address, birthdate, phone call, email and the name of the Promotion identified in these Official Rules as The Trans-Siberian Orchestra Promotion.

**There is a limit of fifty (50) entries total permitted per person, regardless of method of entry, during the Promotion Period.**

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Crowdfund may be disqualified at Crowdfund’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Crowdfund’s sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Potential Winner(s) (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s, Crowdfund’s satisfaction, the entry will be deemed ineligible.

Receipts will be issued to all donors, however, donations may not be tax-deductible and the winner(s)'s prize may be taxable. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations. Every entrant agrees that any information provided by Crowdfund is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

**4. PRIZES:** There will be nine (9) winners. One (1) winner will receive the Grand Prize; one (1) winner will receive the Second Prize; seven (7) winners will each receive the Third Prize. The prizes are as follows:

**Grand Prize**
- Suite and admission for fourteen (14) people to attend the Trans-Siberian Orchestra (“TSO”) performance in Cleveland, Ohio scheduled to take place on December 29, 2017 at 8:00pm ET; suite will be shared with four (4) Star 102.1 hosts (the “Event”);
- Star 102.1 radio will host the Event;
- Complimentary food & beverages will be provided in the suite (no alcohol);
- Complimentary Christmas Tree and a Petitti Garden Centers gift card in the amount of $1,000, courtesy of Petitti Garden Centers, to be picked up by winner at a Petitti Garden Center location;
- A limited edition TSO Ornament.

The Approximate Retail Value (“ARV”) of the Grand Prize is: Three Thousand Four Hundred
Seventy Nine Dollars and No Cents ($3,479.00).

Second Prize:
- one (1) TSO Autographed Tour Guitar, color, make and model to be determined at sole discretion of Prize Provider;
- Two (2) reserved front row tickets to “TSO performance in Cleveland, Ohio scheduled to take place on December 29, 2017 at 8:00pm ET;
- A limited edition TSO Ornament.
ARV of the Second Prize is: Three Hundred Fifty Two Dollars and No Cents ($352.00).

Third Prize:
- Four (4) reserved tickets to TSO performance in Cleveland, Ohio scheduled to take place on December 29, 2017 at 8:00pm ET;
- A limited edition TSO Ornament.
ARV of the Third Prize is: Two Hundred Thirty Nine Dollars and No Cents ($239).

Total ARV of all prizes: Five Thousand Five Hundred Four Dollars and No Cents ($5,504).

For all prizes: Resale of tickets is prohibited. Winner and guest(s) must abide by all venue policies. Sponsor and Prize Providers reserve the right to revoke full or partial prize from any winner or winner’s guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Sponsor, TSO, or Prize Providers into disrepute. Parking, hotel and transportation are not provided. The prizes are non-transferable by the winners, and no cash equivalent or substitution of prize is offered. All prize details not specified in these Official Rules will be determined in Prize Providers’ sole and absolute discretion. In order to receive a prize, winner(s) will be required to provide proof of identification or eligibility. Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive. All prize(s) are awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Shipping will only be to the verified winner(s)’s physical mailing address (no P.O. Boxes) used at the time of entry, which must fall within the area of eligibility of this Promotion, except in a Prize Provider’s sole and absolute discretion. Neither Sponsor nor CrowdRise nor Prize Providers are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the Potential Winner(s) or for the prize utility, quality, or damages of any kind during shipping or anytime thereafter. Shipping date shall be within six (6) months after the Promotion has ended, and the exact date is to be determined by Prize Provider. In the event that a Prize Provider is unable to provide a winner with his/her prize(s) or any portion thereof, the Prize Provider may elect, at Prize Provider’s sole discretion, to provide such winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value, as determined by Prize Provider in its sole discretion. No cash equivalent or other substitution of prize is offered. Any valuation of the prize(s) stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. Each prize provider will issue a Form 1099 to the grand prize winner for value of prize $600 or more.

5. SELECTION AND VERIFICATION OF WINNERS AND ODDS(S) OF WINNING: The potential winner(s) (the “Potential Winner(s)”) will be selected in a random drawing (the “Drawing”) from among all eligible entries received by CrowdRise. Drawing will take place on or around December 14, 2017. Odds of winning depend upon the total number of eligible entries you submit
and the total number of eligible entries overall that are received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and CrowdRise reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter the Promotion. The Potential Winner(s) will be notified by email, at the email address associated with entrant’s CrowdRise account or otherwise entered during the entry process, within three (3) business days after verification by CrowdRise or its representative. If any Potential Winner cannot be contacted within seven (7) days after the first attempt to contact him/her, an alternate entrant may be selected in his/her place at random from all eligible entries received. Potential Winner(s) are subject to verification by CrowdRise, and may be required to provide Sponsor, CrowdRise and/or Prize Provider his/her name, residential address, telephone number, email address and valid photo ID. CrowdRise will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize. If any Potential Winner is not verified by CrowdRise, cannot be contacted within seven (7) days, fails to return any and all requested documentation within seven (7) days from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Promotion constitutes each winner’s consent to Sponsor’s, Prize Provider’s and CrowdRise’s and their respective agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state/province for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and by participating in the Promotion, you further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: CrowdRise reserves the right to modify, suspend, cancel, or discontinue any Promotion at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions CrowdRise deems necessary, in its sole discretion, to protect its users, business partners, or business or the public or if any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor’s or CrowdRise’s control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In the event of such cancellation, termination or suspension, CrowdRise will use reasonable efforts to post a notification and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor, CrowdRise and Prize Providers, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, “Released Parties”) are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing, including without limitation related to individuals who attempt to enter the Promotion by donating in accordance with Section 3(a) above. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or
passive filtering of any kind, or insufficient space in entrant’s email account to receive email messages or insufficient space on entrant’s computer. The use of automated software or computer programs to register or to enter the Promotion is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Promotion. CrowdRise reserves the right to disqualify any entrant (and his/her Promotion entry) from the Promotion, any other promotions conducted now or in the future by CrowdRise or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Promotion, each entrant releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion Period). By accepting the prize, winner(s) agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Released Parties related to the Promotion. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:
PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing Sponsor’s support team at Felix@CrowdRise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to CrowdRise should be sent to GoFundMe, Inc., Attn: General Counsel at 855 Jefferson Ave, PO Box 1329, Redwood City, CA 94062 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally
fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for $10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(c) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) Conflict: In the event of any conflict between any term or condition in this Section 7 and any term or condition in the CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms), then the applicable term or condition in this Section 7 shall apply.

8. ENTRANT'S PERSONAL INFORMATION: By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise’s Privacy Policy: https://www.crowdrise.com/about/privacy.
9. **WINNERS LIST:** To obtain a list of winner(s), send an email to Kennedy@CrowdRise.com with the following subject line: “Please send the winners list for the Trans-Siberian Orchestra Promotion”. Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winner(s).

10. **SPONSOR:**
    GoFundMe, Inc.
    855 Jefferson Ave, PO Box 1329
    Redwood City, CA 94062

11. **NOTICE:** The Sponsor and CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

12. Copyright © 2017 GoFundMe, Inc. All rights reserved. GoFundMe, CrowdRise and any associated logos are trademarks of GoFundMe, Inc.. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

13. **QUESTIONS REGARDING THE PROMOTION?** Send an email to Kennedy@CrowdRise.com.

This Promotion is in no way sponsored or administered by Trans-Siberian Orchestra, Wild Child Touring, Inc., Petitti Garden Centers, or Live Nation Worldwide, Inc. All inquiries regarding the Promotion should be directed to Administrator.