

**Heartbeat Percussion "The 10 Cymbal Release" Giveaway Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, CANADA, AND DISTRICT OF COLUMBIA, 18 OR OVER. INTERNET ACCESS REQUIRED.

**1. Sweepstakes Period:** The **Heartbeat Percussion "The 10 Cymbal Release" Giveaway Sweepstakes:** (the "Sweepstakes") begins at 9:00:00 a.m. Pacific Standard Time ("PST") on Friday, **May 1, 2020** and ends at 11:59:59 p.m. Pacific Standard Time on **Thursday, May 7, 2020** (the "Sweepstakes Period").

**2. Eligibility:** Open to legal residents of the 50 United States and the District of Columbia, and Canada, 18 years of age or older as of date of entry. Employees of Heartbeat Distributors Ltd, d/b/a Heartbeat Percussion ("Sponsor"), its respective employees and their immediate family members and/or those living in the same household, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, shareholders, directors, officers, members, assigns and agents are not eligible to participate or win. Other eligibility requirements and conditions of participation are set forth in these official rules for the Sweepstakes ("Official Rules"). All federal, state/provincial, municipal, and local laws and regulations apply.

**3. How To Enter:** Entrants can enter by completing the entry form located here: <https://www.heartbeatpercussion.com>. Each entrant will need to complete all of the required form fields to be eligible. There will be two (2) random drawings on Friday, May 8, 2020. A total of two (2) drawings.

The person named "Nominator" on the Entry will be deemed the entrant (the "Entrant"). In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the Nominator email address holder for the email address submitted. All Entries become property of the Sponsor and will not be returned. Normal Internet access and usage charges imposed by your online service will apply. Sponsor reserves the right to review and to approve, in its sole discretion, all entry information, prior to granting the Entrant an Entry. Any attempted Entries that do not include completed information for all of the required form fields will be eliminated.

**4. Entry Limit:** Only one (1) submission per "Nominator", per email address. Any additional attempted Entries by the same person (same email address) are void and will be automatically eliminated.

**5. Prize Drawing:** Two (2) Prize winners ("Winners") will be randomly selected by the Sponsor on May 8, 2020 from among all eligible Entries received during the Sweepstakes Period. There will be a total of two (2) Drawings. The random Drawings will be conducted by the Sponsor; whose decisions are final and binding on all matters relating to the Sweepstakes. The Winners will be emailed at the email address provided on the entry form.

**6. Odds of Winning:** The odds of winning the Prize will depend on number of eligible Entries received.

**7. Prize and Approximate Retail Value ("ARV"):** Each of the two (2) Winners will receive either:

- One (1) Heartbeat Percussion "10" Series 24" ride cymbal (ARV \$389 USD)
- One (1) Heartbeat Percussion "10" Series 22" ride cymbal (ARV \$345 USD)

The Sponsor will determine which winner gets which cymbal size. Winners are not able to choose or exchange their prize. A total of two (2) prizes will be awarded. The ARV of the Prize

is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the Prize is awarded or redeemed. If the actual purchase price of the Prize is less than the ARV stated herein, the Prize Winner will NOT be entitled to a check, cash or other form of payment for the price difference.

**8. Winner Notification and Verification:** Receiving a Prize is contingent upon compliance with these Official Rules, including any eligibility requirements. The Prize Winners (Nominators) will be notified by email within one (1) day after the Prize Drawing using the contact information provided at the time of entry in the Sweepstakes. Sponsor is not responsible if unable to contact a Winner for prize notification purposes for whatever reason, including Entrant's failure to provide correct contact information at the time of entry.

Disqualification and the selection of an alternate winner will result from any of the following: (a) potential Prize Winner's inability to accept the Prize; (b) the inability of Sponsor to contact a Winner for any reason; or (c) any other non-compliance with these Official Rules, as determined by Sponsor in its sole discretion.

**9. Prize Delivery and Conditions:** The Prize will be delivered to the Winners – either the Nominator or the Recipient (whichever party the Nominator decides) within sixty (60) days after the Winners respond to the notification, and Sponsor verifies the Winners' identity and eligibility to win the Prize. The Prize will be awarded, provided a sufficient number of eligible Sweepstakes entries are received. No substitution or transfer of Prize is permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event a Prize is unavailable. A Prize is non-transferable, nonexchangeable, and non-refundable, and must be accepted by the Winners as awarded. The Winners may waive his/her right to receive a Prize. All federal, state/provincial and local taxes are the sole responsibility of the Winner, if applicable.

**10. Indemnification and Release:** BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS RESPECTIVE AGENCIES, PARENTS, SUBSIDIARIES, AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE SWEEPSTAKES (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM, OR WHICH MAY BE SUSTAINED IN CONNECTION WITH, SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OR OFFERING OF PRIZES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, COPYRIGHT INFRINGEMENT, DEFAMATION, AND/OR INVASION OF PRIVACY.

**11. Limitation of Liability:** Entrants assume all liability for any injury or damage caused, or claimed to be caused by participation in the Sweepstakes or use or redemption of Prize, and waive all rights to claim punitive, incidental, consequential or any other damages, including without limitation, attorneys' fees and/or other legal costs.

**12. Publicity Release:** By completing a Sweepstakes Entry, Entrants grant permission for Sponsor and its agents to use his/her name for promotional purposes (including any possible public relations opportunities) in any and all media now known or hereinafter created without territorial or time limitations and without further compensation, except where prohibited by law.

**13. Entry Conditions:** In the event of a dispute as to the identity of an Entrant, entries will be declared to be made by the authorized Nominator's email account submitted at the time of Entry. "Authorized account holder" of an email account is defined as the natural person who is assigned to an email account by his/her provider. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the entries in the Sweepstakes. Entries generated by script or bot are not eligible.

**14. General Conditions:** Although Sponsor attempts to ensure the integrity of the Sweepstakes, neither Sponsor nor any of the Released Parties are responsible for the actions of Entrants or other individuals in connection with the Sweepstakes, including attempts by Entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, improper or unauthorized actions by Entrants, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and in the event of cancellation or termination, to select winners from among all eligible non-suspect Entries received up to the time of such cancellation, termination, modification, or suspension, as applicable.

If the Sweepstakes is terminated by Sponsor as set forth above, Sponsor will post notice of such termination. Inclusion in such drawing will be each Entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or the Entry Site; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person.

**15. Privacy:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy, currently available at <https://www.heartbeatpercussion.com/faq-items/privacypolicy/>; provided that, in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail.

**16. Applicable Law:** The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws..

**17. Official Rules:** By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor. The Sweepstakes will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Rules and will be deemed to have received and

understood the Official rules by participating in the Sweepstakes. The terms of the Sweepstakes, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

18. **Winners:** For the names of the Winners, available after **Friday, May 8, 2020**, send a stamped, self-addressed envelope by **November 4, 2020** to: **Heartbeat Percussion "10 Cymbal Release" Sweepstakes** Winner, Heartbeat Distributors Ltd., #104 9775 188 Street, Surrey, BC, Canada V4N 3N2

19. **Facebook Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. When you enter the Sweepstakes, Facebook will not collect your personal information. By entering the Sweepstakes, an Entrant agrees to release and hold Facebook harmless from any and all liability associated with this promotion.

20. **Instagram Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. When you enter the Sweepstakes, Instagram will not collect your personal information. By entering the Sweepstakes, an Entrant agrees to release and hold Instagram harmless from any and all liability associated with this promotion.

21. **Sponsor / Administrator:** The Sponsor and Administrator of the Sweepstakes is Heartbeat Distributors Ltd., #104 9775 188 Street, Surrey, BC, Canada V4N 3N2.

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