



OUR SUCCESS STORY:

a smartmusic® contest

CONTEST RULES

1. SPONSORS: By entering the Our Success Story: A SmartMusic Contest, (“Contest”) sponsored by MakeMusic, Inc, (MakeMusic or Sponsor) and conducted by MakeMusic (Host), and accepting the terms herein, you agree to be bound by the following rules (“Rules”), which constitute a binding agreement between you, on the one hand, and Sponsor on the other. These Rules apply only to this Contest and not to any other sweepstakes or contest sponsored by the Sponsors.

2. HOW TO ENTER: The Contest begins April 15, 2019, at 12:00 am Mountain Time (MDT) and ends on April 30, 2019, at 11:59 pm MDT (“Contest Period”). Essays must be 500 words or less and describe how the entrant experiences success in the music classroom using web-based SmartMusic and must be submitted via the submission form found on the SmartMusic blog (smartmusic.com/blog/our-success-story-a-smartmusic-contest)

Entrants must be the registered subscriber of the account from which the entry is made. Entries must be received during the Contest Period no later than 11:59 pm MDT on April 30, 2019.

During the Contest Period, you may enter only once. Entries generated by script, macro, bot, or other automated means will be disqualified. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by entrants at the time of entry. By entering this Contest you hereby grant Sponsor permission to utilize your name, address (city and state only), in any related advertising, publicity and/or promotional campaigns as Sponsor may deem appropriate from time to time, all without additional compensation to you. You also grant Sponsor permission to use the entry, whole or in part, in any marketing or promotional use as Sponsor sees fit without additional compensation to you. You also waive any right you may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith.

3. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER AND WIN: The Contest is open to legal residents of and who currently reside in the 50 United States (including District of Columbia), are 21 years of age or older at time of entry, who have access to the Internet throughout the Contest. Employees of Sponsor and their respective parent, subsidiaries, affiliates, dealers and their immediate family members (spouse, parents, children and siblings and their respective spouses) are ineligible to enter and win. Contest void in Rhode Island, Puerto Rico, U.S. territories and possessions outside of the U.S., and where prohibited by law. Void where prohibited by law, regulation and ordinance, and in U.S. possessions and territories. You are not authorized to participate in the Contest if you are not located within the United States. By participating in this contest, entrants agree to these Official Rules and Hosts' Privacy Policies.

4. WINNER SELECTION, NOTIFICATION AND ACKNOWLEDGEMENT: Winner will be notified by e-mail and/or by phone within two (2) business days following the applicable winner selection date as listed below. If Host or its designee is unable to contact potential Winner(s) by e-mail or phone (using the contact information provided at the time of entry) and/or if the

potential Winner fails to respond to notification within seven (7) days of issuance, the potential Winner will be disqualified and forfeit his or her right to a prize, and an alternate Winner will be selected. Taxes and any fees or costs associated with the prize are the sole responsibility of the Winner. Winner agrees to allow Sponsor to use his/her name (whether in print publication, online, or other means of communication), without compensation, to notify the public of his/her winning. Winner may be required to sign an Affidavit of Eligibility and Liability and Publicity release indemnifying Sponsor, Instagram, Inc., and Facebook, Inc. and their respective parent companies and affiliates from any and all liability related to the awarded prize. Failure to do so may result in disqualification and award of the prize to an alternate winner.

All entries will be judged based on the following criteria by a panel of current & former music educators:

- Inspirational quality
- Description of how SmartMusic can best benefit students
- Description of a unique use of SmartMusic

Winner will be selected after all entries have been reviewed by Hosts or designees, whose decisions will be final, and announced on or around the following days: May 15, 2019

Winners may be identified on SmartMusic's Instagram and Facebook pages.

5. PRIZES AND THEIR VALUE: The following prize will be awarded to three winners after reviewing all submissions:

PRIZE: - \$200 gift card towards winners choice of sheet music retailer or instrument repair shop.

Once a person is deemed a winner, that person is ineligible to win any further prizes for this Contest.

No transfer, substitution, or cash equivalent for prize except at Sponsors sole discretion. Any portion of the prize not accepted by Winner will be forfeited, and the Released Parties (as defined below) are not responsible for any inability of the Winner to accept or use the prize (or portion thereof) for any reason. Sponsor is not responsible for lost or misdelivered prizes due to entrant's inaccurate or improper address information. Sponsor is not responsible for lost, stolen, or damaged prizes, once received and in the possession of prize winner. Sponsor reserves the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason. If the winning entries were made online, the entries will be deemed submitted by the account holder associated with such entries, as solely determined by Host. Taxes and any fees or costs associated with the prize is the sole responsibility of the Winners. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners agree to look solely to manufacturer for any warranties on the prize awarded.

6. WINNER'S AFFIDAVIT: Winners may be required to sign an Affidavit of Eligibility and Liability/Publicity release, a written version of these Rules, and any additional documentation, waivers, and releases that may be required (collectively, "Affidavit"). The requirement for a publicity release shall be void where prohibited. The Affidavit will provide that by acceptance of the prize, Winners release Sponsor and Host from any and all liability for injuries, damages, or expenses sustained in connection with the Contest or with the receipt, ownership, or use of the prize. Failure to sign the Affidavit may cause the Winners to forfeit the prize. Failure of the Winners to respond to the notification and/or to complete and return the Affidavit within one week after sent to such Winners will be deemed a forfeiture of the prize and an alternate Winner will be selected from the eligible entries

7. GENERAL: This Contest is subject to all applicable federal, state, and local laws. If any prize or prize notification is returned as undeliverable, prize will be forfeited and an Alternate Winner will be selected. All federal, state, or other tax liabilities (including income tax) arising from this Contest will be the sole responsibility of Winner. Except where prohibited by law, Winners' entries and acceptance of the prize constitutes permission for the Sponsor to use Winners' name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation. This Contest is subject to these Rules. By participating, entrants agree to be bound by these Rules and waive any right to claim ambiguity in the Sweepstakes or these Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor and the officers, directors, shareholders, employees, and agents of each, from and against any claims, damages, or liability due to any injuries, claims, damages, or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or participation in any Contest-related activity or

participation in this Contest. Any person attempting to defraud or in any way tamper with the Contest will be ineligible for prizes and may be prosecuted to the full extent of the law. Odds of winning depend upon the number of eligible entries received by Host.

8. LIMITATIONS OF LIABILITY: If, for any reason, in the opinion of Hosts, Hosts are unable to conduct this Contest as planned due to any suspected or actual evidence of electronic or non-electronic technical failures, such as those caused by a computer virus, hacking, other unauthorized interference, fraud, or any other cause beyond the control of Hosts which obstructs or otherwise adversely affects the proper administration, reliability, fairness, or integrity of the Contest, Host reserves the right, at their discretion, to disqualify any person found to have interfered or tampered with the Contest, and if deemed necessary by Host in its sole discretion, to cancel, terminate, modify, or suspend the Contest and in its sole discretion award the prize from among all eligible, non-suspect entries received as of the action requiring such termination. Any attempt to deliberately damage any website or undermine the legitimate operation of the Contest is unlawful and subject to legal action by Hosts, Sponsors, or their designees. Sponsor and Host assume no responsibility for any failure in transmission, however, caused, including any omission, interruption, deletion, defect, communications line failure, theft, or destruction of information or unauthorized access to entries, their damage or alteration. Host and Sponsor are not responsible for its failure to receive any email or entry due to software failure, technical problems, human error, or transmission congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an Entrant's, or any other person's, computer relating to or resulting from participation in this Contest or downloading of any materials in this Contest. CAUTION: HOST AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER PENALTIES, OR REMEDIES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY PERSON(S) ATTEMPTING TO DELIBERATELY INTERFERE WITH THE CONDUCT OF THIS CONTEST OR TO DAMAGE THE WEBSITE. If a dispute arises over the identity of the person who transmitted an entry associated with an identified account, the "Authorized Account Holder" of the account submitted at the time of entry will be deemed to be the Entrant. Any entry sent through the use of automated devices will not be accepted and will not be considered a valid entry. Host, Sponsor, any Internet access providers, and their respective parent companies, affiliates, subsidiaries, advertising and promotions agencies, and all of their agents, officers, directors, shareholders, employees, and agents (collectively "Released Parties") disclaim any responsibility for incorrect or inaccurate entry of entry information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access any website or download materials, damage to a user's computer system (hardware & software) due to participation in this Contest, or late, lost, incomplete, misdirected, or mechanically reproduced entries. Released Parties are not responsible for printing or typographic errors in any Contest or related material or for stolen, lost, late, misdirected, damaged, incomplete, postage due, and/or illegible entries or mail. Entrants agree to hold harmless the Released Parties from and against all claims and damages arising in connection with their participation and/or entry in this Contest and/or the awarding or use of any prize awarded.

9. GOVERNING LAW: Contest subject to the laws of the United States only. All federal, state, and local laws and regulations apply. The Contest and Official Rules are interpreted by the laws of Colorado, without regard to its conflict of law provisions. In the event that any dispute arises regarding the meaning or interpretation of these Official Rules, participants agree that the dispute shall be resolved by applying the laws of Colorado and that it shall be resolved by and within the courts of that state. The decisions of Sponsor and Host are final in all matters relating to the Official Rules.