

**SHURE® “DRUM MASTERY 2019” DRUM CONTEST**  
**OFFICIAL RULES**  
**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.**  
**VOID WHERE PROHIBITED.**

Shure is looking to discover exceptional talent and wants to see your best drumming performance. The “Drum Mastery 2019” Drum Contest is a skill-based contest in which independent drummers are invited to submit an audio-visual recording (“video”) that shows them playing the drums on an acoustic drum kit and showcases their creative and individual style (the “Contest”). To meet the requirement of being an independent drummer, an Entrant cannot be signed to a major label record company, have distribution through a major label or its affiliates, or be subject to any agreement that would limit such Entrant’s ability to be able to participate in any aspect of the Contest or to grant the rights referred to in these Official Rules. During the first phase of the Contest a panel of music industry professionals will judge qualified submissions receiving sufficient online community votes to determine one (1) Winner from each Eligible Country participating in the Contest (each such Winner a “Country Winner”). All forty-four (44) Country Winners will then be put on the “Short List” that will be released for the final judging. In addition, the online community vote will determine one (1) “Fan Favorite” (the entry receiving the most votes which is not a country Winner) who will be added to the Short List and included in the final judging. Country Winners and the Fan Favorite will be awarded with products selected by Shure from the Shure product portfolio. The forty-five (45) entrants qualifying for the Short List who proceed to the second and final phase of the Contest, will be judged by a panel of expert judges/music industry professionals who will determine one (1) Grand Prize Winner, one (1) Second Prize Winner and one (1) Third Prize Winner. The Grand Prize Winner will travel to London, England to participate in a 1-day drum miking workshop with a Shure sound engineer and a 1-day one-to-one drumming workshop with a professional drummer. See Rule 7 for complete prize details.

1. **ELIGIBILITY:** The Shure “Drum Mastery 2019” Drum Contest (“Contest”) is open only to independent drummers (i.e., drummers who are not bound by an exclusive recording agreement or otherwise restricted from participating in this Contest and granting the rights required herein) who are legal residents of **Argentina, Austria, Australia, Belgium, Canada, Chile, China (including Hong Kong), Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, India, Indonesia, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Mexico, Netherlands, New Zealand, Norway, Peru, Philippines, Poland, Portugal, Russia, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Thailand, Turkey, the United Kingdom (England, Scotland, Wales and Northern Ireland) and the United States (each an “Eligible Country”)**, 18 years of age or older (and of legal age of majority in the jurisdiction in which they reside). Legal residency is determined by the following factors: (a) for passport holders, the country issuing the passport held by such entrant determines legal residency, and if such entrant holds more than one passport, from among those countries the country in which such entrant most recently has maintained his or her legal residence is his or her legal residency; (b) for non-passport holders, the country in which entrant is legally eligible to obtain a passport, and if there is more than one such country, then from among such countries the one from which entrant will secure a passport to travel to the Grand prize events if he or she is determined to be the Grand Prize Winner. Void where prohibited by law. Entrant cannot be subject to a contract or other agreement that would limit the Sponsor’s ability to use entrant’s video submission or exercise the rights contemplated in these Official Rules (e.g., Entrant cannot be signed to a major label record company, have distribution through a major label or its affiliates, or be represented under other limiting contracts). Employees of Shure Incorporated (“Sponsor”) and its worldwide subsidiaries, their affiliates, subsidiaries, vendors, advertising and promotion agencies, the immediate family members (spouse, parents, siblings, grandparents and children, regardless of where they live) and persons residing in the households of such persons, are not eligible. Noncompliance with any of the above eligibility requirements will result in disqualification.
2. **KEY DATES:** The Contest begins on January 24, 2019 and ends on May 6, 2019. During the Contest there are a series of Events which start and end on the dates and times noted below:

EVENT	START at 00:00:01 CET on	END at 23:59:59 CET on
<b>REGISTRATION PERIOD</b> Register for the Contest and submit your drumming video at <a href="http://drum-mastery.shure.com">drum-mastery.shure.com</a>	January 24, 2019	April 15, 2019
<b>COMMUNITY VOTING PERIOD</b> Entries must receive 50 votes in order to be eligible for judging by the panel of judges.	January 24, 2019	May 06, 2019
<b>ANNOUNCEMENT OF SHORT LIST</b> Consisting of Country Winners and Fan Favorite	June 05, 2019	
<b>WINNER ANNOUNCEMENT</b>	July 09, 2019	

All dates and times are 2019 Central European Time (CET). Sponsor's database clock will be the official timekeeping device of this Contest.

### 3. HERE'S HOW IT WORKS:

**REGISTRATION PERIOD:** Create an original video or take an existing video that shows you playing the drums showcasing your creative and individual style without any other musical accompaniment. Then, beginning on 00:00:01 CET January 24, 2019 through 23:59:59 CET on April 15, 2019 (the "Registration Period") visit [drum-mastery.shure.com](http://drum-mastery.shure.com) (the "Website") and follow the on-screen instructions to register for the Contest. You will be asked to download a video intro frame that must be included without modification at the beginning of your drumming video. As part of the registration process, you will be required to provide a short description of your drumming background, a picture of you and your video (collectively "Entry" or "Submission"). During the registration process you will also be required to provide your Shure drum microphone preferences using the Website's drum mic configurator. The answers you provide will be used to determine the components of the Shure product package in the event your entry is deemed a Grand, Second or Third prize winner. See Rule 7 for complete prize details. Additionally you will have the option of providing Shure with more information about the drum mics you are currently using. Only you as the performing artist should be listed on the registration form. Entrants will have the option of uploading their entry video to either YouTube or Vimeo or Youku and then submitting the active link to their entry video on the Website *OR* Entrants may upload their video directly to the Website. Limit one Entry per person. **All Entries (including the video or link) must be submitted via the Website and must comply with all applicable Entry Submission Requirements stated below. Only Entries that meet the Entry Submission Requirements will be posted on the Website for community voting.**

**Entry Submission Requirements:** Determination of compliance with these Official Rules will be in the sole discretion of the Sponsor/Judges, whose decisions are final.

- If submitting video via a YouTube, Vimeo or Youku link, Entrant must comply with the terms of service applicable to such platform ([YouTube Terms of Service](http://www.youtube.com/t/terms) (<http://www.youtube.com/t/terms>) and/or [Vimeo Terms of Service](https://vimeo.com/terms) (<https://vimeo.com/terms>) and/or [Youku Terms of Service](http://mapp.youku.com/service/agreement2018)) (<http://mapp.youku.com/service/agreement2018>) and must ensure that the Submission meets the YouTube, Vimeo or Youku technical requirements for uploading, as applicable. Sponsor is not responsible for Entries that cannot be viewed by the judges for any reason beyond its control or for Entries that cannot be located via the link Entrant provided.
- Video can be up to 5 minutes in length. Video may be in color or black & white.
- Only videos showing the entrant playing acoustic drums alone with no other musicians or musical accompaniment will be accepted.

- The drumming must be an original composition of the Entrant.
- Only videos with the Shure video intro frame (provided for download from the Website) included as required will be accepted in the Contest.
- Video uploads directly to the Website will only be accepted in the following formats: MP4, 3GP, AVI, MOV, MKV, MPG, WMV and WEBM.
- Entrants are free to either create an original drumming video specifically for the Contest or submit one that has been previously created, provided that it meets the requirements of the Official Rules.
- Entrant must own all rights to the Entry (video/music/song), including, without limitation, the copyright in the musical composition performed, the sound recording and the video.
- Entry (solo drumming video) must not infringe or violate any copyrights or other rights of any third party, including but not limited to privacy, publicity, trademark or other intellectual property rights. Sponsor reserves the right to reject any Submission containing infringing use of third-party rights, including copyrights or trademarks. Any Entrant whose work includes names, images, or likenesses of third parties or contains elements not owned by the Entrant such as, but not limited to, depictions of persons, buildings, trademarks or logos (i.e., t-shirt logos) or other third-party content, or whose video is filmed in a location that requires permission or a permit, represents that Entrant has secured appropriate legal releases/permissions for such use including Sponsor's use of such Entry, and at Sponsor's request will provide such legal releases/permissions to Sponsor in a form satisfactory to the Sponsor.
- Entry must not contain content that depicts/promotes any dangerous or unlawful behavior or activity that may result in injury to oneself or others. Entrants must ensure that the location they choose for their video is both safe and legal.
- Entry must not in any way disparage Sponsor or any persons or entities; Entry must not contain offensive words, statements or content (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); Entry must not in any other way violate applicable federal, state, or local laws and regulations; must not contain illegal content; and must be suitable for presentation in a public forum.

By entering, Entrant represents and warrants that (i) he/she has obtained all of the necessary rights, licenses, and permissions from any person who may have helped or participated in the creation of the Entry; (ii) that the Entrant has the right to agree to and hereby agrees to be bound by these Official Rules and to grant the rights referred to in these Official Rules (free from any encumbrances and/or third-party rights); (iii) that the Entry conforms to these Official Rules, the requirements of the Website and is not subject to any third party agreement(s); and (iv) that no third party consents and/or licenses are required in connection herewith, and that the Sponsor or its agencies will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, neighboring rights, or moral rights, unions or guilds or to persons representing such, as a result of its use or exploitation of Entry materials or rights therein.

Sponsor/Judges reserve the right to disqualify any Entry that they determine has violated the spirit of the Contest or breached a representation or warranty at any time. Entries that do not comply with the Official Rules, including, without limitation, the above Entry Submission Requirements, including any Entry that refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity may be disqualified. Entries not complying with the Official Rules may be withdrawn without notice from the Contest at any time at the sole discretion of the Sponsor and/or Administrator.

Once an Entry is submitted, the Entry is final and may not be modified by Entrant except as directed by Sponsor for the purpose of compliance with the Entry Submission Requirements. Material submitted will not be acknowledged or returned. Information collected from Entrant will only be used in a manner consistent with these Official Rules.

4. **VOTING AND JUDGING TO DETERMINE SHORT LIST ENTRANTS:** All Entries received during the Registration Period will be reviewed for compliance by Sponsor. **The approval process may take 2-5 working days (the time between completed upload and actual publishing to the Website).** Approved Entries will be posted on the Website through 23:59:59 CET on May 6, 2019 for community voting (the “Community Voting Period”). Voters will have the opportunity to critically evaluate Entries and vote at the Website for the Entry they believe best exemplifies the criteria stated below. The Entry that receives the most votes during the Community Voting Period (the “Fan Favorite”) will be “shortlisted” as a Short List Entry and will enter the final round of the Contest. In addition, Entries (other than the Fan Favorite) receiving at least 50 votes at the Website will be judged by Sponsor or its representatives to determine forty-four (44) Country Winners (one winner per participating country) All Country Winners will be “shortlisted” and will enter the final round of the Contest. Judging will be based on the following criteria which will be equally weighted:

- **Drumming Skills and Technique** – how professional is the contestant in playing the drums?
- **Creativity and Style of Performance** – Creativity can be shown in different ways, e.g., style of drumming, uniqueness and individuality of the contestant or creative arrangement of drum set.
- **Overall Impression of Performance** – How engaging/entertaining is the performance?

Limit one vote per person/email address. In the event of a tie during any stage of the judging or voting process, tied Entries will be reviewed by a judge determined by Sponsor who will serve as a tiebreaker and who will reevaluate the Entries according to the above judging criteria.

5. **JUDGING OF SHORT LIST ENTRIES TO DETERMINE THE GRAND, SECOND AND THIRD PRIZE WINNERS:** All forty-four (44) Country Winners and the one (1) Fan Favorite will be judged by a panel of expert judges/music industry professionals (selected by Sponsor), using the above criteria to determine one Grand Prize Winner, one Second Prize Winner and one Third Prize Winner. The Entry with the highest score based on such judging will be notified and, subject to verification of eligibility and acceptance (as described below), declared the Grand Prize Winner. The two entries with the next highest scores based on such judging will be deemed the Second and Third Prize Winners, respectively, subject to eligibility verification. In the event of a tie, tied entries will be reviewed by a judge determined by Sponsor who will serve as a tiebreaker and who will evaluate the Entries according to the above judging criteria.

**By participating in the Contest, each Entrant represents and warrants that (i) the Submission complies with these Official Rules, (ii) Entrant owns or has obtained all necessary rights in the video and materials submitted, and (iii) no part of any Entry violates, infringes or otherwise conflicts in any way with any copyright, trademark or any other right of any third party. Shure reserves the right to contact all participants in connection with the Contest and to request additional information to confirm compliance with the Official Rules.**

6. **WINNER VERIFICATION AND NOTIFICATION (for Grand, Second, Third Prize Winners, Country Winners and Fan Favorite):** An Entrant is not deemed a Winner of any prize, even if the winning notification should so indicate, unless and until (i) the Entrant’s eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the Entrant has been notified that the acceptance and verification process is complete. All potential Winners will be notified before public announcement via the email address provided at time of registration. Reasonable endeavors will be made to contact the potential Winners. Each potential Grand, Second, Third Prize Winner will be required to (i) sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and, where legally permissible, a Publicity Release as a condition to receiving a prize (collectively referred to as “Documents”). Potential Grand, Second, Third Prize

Winners may also be required to execute additional documentation with regard to the use of the Submission, at Sponsor's sole discretion. The potential Grand Prize Winner must certify that he/she possesses all required travel documents (i.e., valid government issued photo ID for UK residents; valid passport for non-UK residents (and as applicable, a visa)) in order to qualify for the Grand Prize and will be required to complete a Travel Release and Travel Questionnaire. Completed Documents must be returned within 5 days (including Saturday, Sunday and holidays) of attempted notification. Noncompliance within this time period may result in disqualification and in the event of disqualification an alternate Winner will be determined, time permitting. Sponsor reserves the right to conduct a background check on the potential Grand Prize Winner, and potential Grand Prize Winner must cooperate with Sponsor as a condition of prize award, and will be required to complete related authorization forms. Any false statement made by a potential Winner in connection with the Contest will result in automatic disqualification. If a potential Winner cannot be contacted via the email/phone number provided at time of registration, or if any notification/Document is returned as undeliverable, or if a potential Winner is found to be ineligible or not in compliance with these Official Rules, the potential winning Entry may be disqualified and the Entry with the next highest score will be notified, time permitting, at the sole discretion of the Sponsor. Verified Country Winners and the verified Fan Favorite will be announced at [drum-mastery.shure.com](http://drum-mastery.shure.com) on or about June 05, 2019 or after eligibility is determined. Verified Grand, Second and Third Prize Winners will be announced at [drum-mastery.shure.com](http://drum-mastery.shure.com) on or about July 09, 2019.

**7. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV")/RECOMMENDED RETAIL PRICE ("RRP"):**

**Short List Prizes (45)** – each Country Winner and the one Fan Favorite will receive a Shure MV88+ Video Kit valued at approximately USD \$200 RRP and a pair of Shure SE215 Sound Isolating™ Bluetooth Earphones valued at approximately USD \$ 149 RRP. See local Shure websites for RRP in the participating countries.

**Grand Prize (1)** – The Grand Prize Winner will receive a 5-day/4-night trip to London, England between July and September 2019. Exact dates of the trip will be determined by Sponsor in its sole discretion. Trip includes round-trip, coach air transportation for the Winner from a major airport near Winner's residence to London, 4 nights' accommodations and meals, ground transportation to/from airport/hotel in London, a 1-day miking workshop with a Shure sound engineer and a 1-day one-to-one drumming workshop with a well-known drummer at Metropolis Studios. If a Grand Prize Winner lives within a 200-mile radius of London, ground transportation may be provided in lieu of air transportation. The approximate retail value associated with the workshops and studio time at Metropolis Studios is USD \$7,000. The winning drummer will also receive a Shure product package valued at approximately USD \$5,000. The product package is limited to Shure drum microphones and professional headphones/earphones and will be based on the winner's product selection at time of registration. Grand Prize Winner is solely responsible for all other expenses including but not limited to luggage fees, travel documents, travel insurance, incidentals and items of a personal nature, gratuities, and any other expenses not specified in these Official Rules. Sponsor is not responsible for lost, mutilated or stolen travel documents. Grand Prize Winner must possess required travel documents (e.g., government-issued photo ID, passport, visa, etc.) prior to travel. Prize may be forfeited if: (a) proper travel documents for any and all travel are not obtained for any reason within the time required by the Sponsor; or (b) if any immigration or travel documentation complications or other events arise which prohibit the Grand Prize Winner from participating in any of the activities constituting the prize or travelling to, or from the stated destination. In the latter event, the Grand Prize Winner will be solely responsible for arranging and paying for travel back to his/ her point of origin. The Grand Prize Winner is solely responsible for determining and complying with all applicable international/domestic travel procedures and restrictions. Specifics of this travel package are subject to availability and remain solely at the discretion of the Sponsor. Complete terms and conditions of trip will be furnished with notification. Travel must be made through the Sponsor's agent on a carrier of Sponsor's choice and is subject to availability. Travel restrictions may apply. If the Grand Prize Winner is unable to attend the Trip after it is booked for any reason, no compensation or substitution will be provided in lieu thereof and Sponsor will have no further obligation to such Grand Prize Winner and that portion of the Prize will be revoked and cancelled. The approximate retail value of the trip portion of the Grand Prize is USD \$3,500. The total approximate retail value of the Grand Prize is USD \$15,500; the actual value of the Grand Prize may vary based on airfare and hotel fluctuations and routing between departure and destination.

**Second Prize (1)** – The Second Prize Winner will receive a Shure product package valued at approximately USD \$3,000. The components of the prize package will be customized for the winning drummer as determined by Shure and will contain drum microphones for different drum instruments as well as professional headphones or earphones.

**Third Prize (1)** – The Third Prize Winner will receive a Shure product package valued at approximately USD \$1,000. The components of the prize package will be customized for the winning drummer as determined by Shure and will contain drum microphones for different drum instruments as well as professional headphones or earphones.

**FOR ALL PRIZES:** All prize values are based on the US Dollar (USD) and exchange rates will be based on these above stated values. Prizes are not transferable, assignable or redeemable for cash except at Sponsor's sole discretion in which case a prize of equal or greater value will be awarded. If there is any restriction to receiving a prize in the country of a Winner, an alternate prize may be provided. All federal, state, local, provincial and other tax liabilities (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use not specified herein are the sole responsibility of the Winners. Winners of prizes valued at USD \$600 or more who are legal residents of the United States will be issued a 1099 for the actual value of the prize. Merchandise Prizes will be awarded within 6-8 weeks of confirmation unless otherwise noted. Details of any prize not specified herein are at the Sponsor's sole discretion and complete terms and conditions of prizes will be disclosed to the Winner at time of prize award. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied, outside of manufacturer's limited warranty, if any, and consist of only the item specifically listed. Warranties regarding prizes (if any) are subject to the manufacturer's terms, and prize Winners agree to look solely to such manufacturer for any such warranty. Sponsor will not be responsible for any portion of a prize that may not be available due to any event beyond Sponsor's control. The approximate retail value of prizes stated herein is based on the fair market value at the time the Official Rules were printed. Winners are not entitled to any difference between the ARV / RRP stated herein and the actual value of the prize at the time the prize is awarded.

8. **GENERAL:** All applicable federal, state, provincial and local laws and regulations apply. If an Entrant submits more than the stated number of Entries permitted, and/or if the Sponsor suspects that an Entrant attempted to obtain additional Entries or cast more than the permitted number of votes by using multiple email addresses, registrations, identities or any other method, all Entries submitted by the Entrant and/or votes cast by such voter may be declared null and void. All submitted information, registrations and Entries are subject to verification. Prize will not be awarded for an Entry if such Entry is deemed void for any reason, including without limitation, if such Entry is not verified or recognized as being valid and in compliance with the Official Rules. Sponsor may assign, delegate, subcontract or transfer any of its rights or obligations hereunder and may authorize any direct or indirect affiliate of Sponsor to act as Sponsor's agent for purposes of this Agreement, including fulfillment of prizes.
9. **LIMITATIONS OF LIABILITY:** Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. Shure Incorporated and its worldwide subsidiaries, their affiliates, subsidiaries, promotion agencies, the prize suppliers and each of their respective directors, officers, employees and assigns, as well as Metropolis London Music Ltd, YouTube, Vimeo and Youku (collectively "Released Parties") will have no liability for any claim arising in connection with participation in this Contest (including any harm caused or claimed to be caused during the shooting of the video), or the acceptance or use of any prize. Submission of Entry constitutes permission to use such Entrant's Entry and names and/or likenesses for commercial purposes without further notice and compensation, unless prohibited by law. Sponsor, its affiliates, subsidiaries, vendors, advertising and promotion agencies will have no responsibility for promotional or other Contests related materials that may be illegible, mutilated, altered, forged, duplicated or tampered with in any way, or for printing, typographical, technical, mechanical or other errors or for any error in the determination, notification or announcement of any prize. In no event will Sponsor be obligated to award more prizes than the number of available prizes stated in these Official Rules. Participants agree to be bound by these

Official Rules and the decisions of the judges, which are final. By participating, Entrant releases Sponsor from any claims arising out of any use or disclosure of an Entry/Submission consistent with these Official Rules. Sponsor does not accept any liability for the publication or other use of any Entry, including video/music/composition.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED USD ONE THOUSAND DOLLARS (USD\$1,000.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED USD ONE THOUSAND DOLLARS (USD\$1,000.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY.

**For EU Residents only:**

- (i) Sponsor shall be fully liable for intentional and gross negligence as well as for damages caused by injury to life, body or health caused by Sponsor.
- (ii) In an event of slight negligence, Sponsor shall be liable only for breaches of a material contractual obligation ("cardinal duty"). A cardinal duty in the meaning of this provision is an obligation whose fulfillment makes the implementation of this contract possible in the first place and on the fulfillment of which the contractual partner may therefore generally rely.
- (iii) In a case according to Clause, Sponsor shall not be liable for any lack of commercial success, lost profits, non-foreseeable damages and indirect damages.
- (iv) Liability in accordance with the above Clauses and shall be limited to the typical and foreseeable damages; however, the liability amount shall not exceed €10,000.
- (v) The limitation of liability shall apply mutatis mutandis to the benefit of the employees, agents and vicarious agents of Sponsor.
- (vi) Any potential liability on the part of Sponsor for any warranties and for claims based on the applicable Product Liability Act shall not be affected.

10. **OWNERSHIP OF ENTRY/GRANT OF RIGHTS:** Entrants producing and submitting Submissions and materials in connection with this Contest do so without compensation and at their own risk. Entrants grant unlimited right of use (no download to the public) of the Submissions and materials to Sponsor for use on Sponsor websites and social media sites used by Shure and its designees. Entrant will retain ownership to their Submissions and materials, however, by participating in the Contest Shure warrants not using the video recording beyond what is deemed necessary in connection with this Contest or future contests and the promotion of such unless Entrant signs a usage agreement granting Shure additional usage rights. Sponsor may feature selected Entry on the Website or in other media, now known or later developed, at any time, throughout the world, at Sponsor's discretion. Subject to applicable law, you waive any rights of privacy, intellectual property rights and other rights that may preclude or limit Sponsor from using or disclosing your Entry and related materials or information. Grand Prize Winner's participation in any photographs, audio or video recordings, workshops, performances or other events associated with the Grand Prize trip shall be owned by Shure Incorporated who may exploit, edit, modify, and distribute the recordings and photographs and all elements of such participation, including, without limitation, the names and likenesses of any persons, locations and content embodied therein, in any and all media now known or hereafter devised, in any language, throughout the world, in perpetuity and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to the Grand Prize Winner or any third party.

11. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, email or other communications, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data/phone/ or other transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or utilizing any materials in connection with this Contest. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete or faulty network connectivity of any kind, failures of any service providers, social media sites, or any combination thereof, which may limit a person's ability to participate in this Contest. Proof of submission will not be deemed proof of receipt by Sponsor. Sponsor assumes no responsibility for undeliverable email messages, including resulting from filtration of a user's Internet service or wireless phone carrier network. Sponsor reserves the right to suspend, cancel or modify the Contest if it cannot be executed as planned for any reason or event beyond Sponsor's control (a "Force Majeure" event or occurrence), including, but not limited to, if fraud or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper play of the Contest as determined by Sponsor and/or the independent judging organization, in their sole discretion. If the Contest is so cancelled, eligible entries received prior to such action may be judged based on the judging criteria to award prizes. Any use of robotic, automatic, programmed or the like methods of participation or voting will void all such submissions and voting. Sponsor and/or judges reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the participant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
  
12. **GOVERNING LAW/JURISDICTION:** Unless the laws relevant for the domicile of the Entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of Illinois, United States. Claims may not be resolved through any form of class action. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Contest shall be resolved by arbitration pursuant to this provision at Chicago, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of three arbitrators and all proceedings shall be conducted in the English language. In any such arbitration proceedings the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and Entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and Entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.



13. **COUNTRY SPECIFIC NOTICES:** If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted. In addition to the tax liability disclosures in these Official Rules, Contest Winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due per the laws, rules and regulations of the Winner's country of residence. By entering the Contest, Entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Official Rules, each of them expressly submit themselves to the laws of the United States of America and to the jurisdiction of the competent courts in the County of Cook, in the State of Illinois, United States of America, expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause.
14. **PERSONAL DATA:** You will be asked to provide personal data on our Website. Personal data will be stored and processed, as required for the purposes of the Contest. Shure assures that your information will be kept confidential in accordance with data protection regulations fulfilling the applicable requirements of EU data protection law (Directive 95/46/EC and EU-GDPR, respectively). Participant data will be stored on Backstage Pro for entry-processing purposes and will not be shared with any 3rd parties apart from Shure, its subsidiaries or distributors. Entry information will be stored on Backstage Pro. For questions, please contact [info@shure-drum-mastery.com](mailto:info@shure-drum-mastery.com).

To enter the Contest the prospective Entrant must open a membership account. To vote the prospective voter must provide their email address. The operator (Shure) is entitled for the purpose of the conduct of the Contest according to its Official Rules – to collect, to process (e. g. to modify, to save for further processing, to combine with other data records and to archive) and to use personal data and the Entrant's profile (text and images) until the consent is revoked.

The data is stored and processed by the technology partner of the operator Leitmotiv Online Medien GmbH & Co. KG, Hafenstrasse 86, 68159 Mannheim. Server location is Germany. After the end of the Contest the member accounts and associated personal data will be automatically deleted. A premature termination of the member's account, which the user can carry out on the login section of the Contest site at any time, also leads to the complete deletion of data and, therefore, to the exclusion from the Contest.

Your personal information will be used in accordance with the Shure Incorporated [Privacy Policy](#) and as otherwise set out in these Official Rules for the purpose of administering this Contest. You expressly agree to the use of your personal information for such purpose. Sponsor will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless you have given your prior express consent to receive additional information from Sponsor or a third party.

15. **WINNERS LIST:** All Winners (country Winners, Fan Favorite and Winners of the Contest) will be announced at [drum-mastery.shure.com](http://drum-mastery.shure.com). Country Winners and Fan Favorite will be announced on or about June 05, 2019 or after the applicable Winner determinations have been made and applicable verification has been completed. The Contest Winners will be announced on or about July 09, 2019 or after the applicable determinations have been made and the Contest Winners have been verified.
16. **NO LEGAL PROCEDURE: For German residents only:** Any recourse to the courts of law is excluded [●●German translation: Der Rechtsweg ist ausgeschlossen ●●].
17. **MISCELLANEOUS:** In the event of any conflict between the English version of these Official Rules and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules.

**Sponsor:** Shure Incorporated, 5800 West Touhy Avenue, Niles, IL 60714-4608.

**Administrator:** Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

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