

**WIN A MEET & GREET WITH METALLICA  
PLUS ONE GRAND PRIZE  
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 Win a Meet & Greet with Metallica, Plus One Grand Prize Promotion (hereinafter, the “Promotion”) is sponsored by the All Within My Hands Foundation (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). Sponsor is responsible for providing the prizes for the Promotion. Donations made in the Promotion (as defined below) go to the All Within My Hands Foundation EIN 81-4258668, a nonprofit 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/Metallica2018>. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise, which are final and binding in all matters related to the Promotion. **THE PROMOTION IS VOID OUTSIDE OF THE UNITED STATES, 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 AND/OR CROWDRISE TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE 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](http://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 50 United States or the District of Columbia and Canada (excluding Quebec) who are age 18 or older or, if older, the age of majority in their jurisdiction 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, 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 via the 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).

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 CrowdRise Terms and Conditions.

**2. PROMOTION PERIOD AND TIMING OF EACH SWEEPSTAKES:**

The Promotion begins on February 26, 2018 at 2:00pm Eastern Time (ET) and ends on January 31, 2019 at 11:59:59pm ET (the “Promotion Period”) and consists of individual sweepstakes, each with its own entry period (each an “Entry Period”) as outlined below. CrowdRise’s server and computer clock is the official time-keeping device for the Promotion.

<b>SWEEPSTAKES NUMBER</b>	<b>ENTRY PERIOD: START DATE/TIME</b>	<b>ENTRY PERIOD: END DATE/TIME</b>	<b>SHOW DATE: CITY &amp; STATE</b>	<b>APPROXIMATE DRAWING DATE</b>	<b>PRIZE</b>
1	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 2, 2018 Madison, WI	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
2	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 4, 2018 Minneapolis, MN	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
3	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 6, 2018 Lincoln, NE	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
4	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 8, 2018 Grand Forks, ND	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
5	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 11, 2018 Sioux Falls, SD	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
6	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 13, 2018 Winnipeg, MB	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
7	February 26, 2018 2:00pm ET	August 15, 2018 11:59:59pm ET	September 15, 2018 Saskatoon, SK	August 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
8	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 16, 2018 Milwaukee, WI	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
9	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 18, 2018 Pittsburgh, PA	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
10	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 20, 2018 State College, PA	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
11	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 22, 2018 Charlotte, NC	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
35	May 29, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 25, 2018 Philadelphia, PA	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes

12	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 27, 2018 Buffalo, NY	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
13	February 26, 2018 2:00pm ET	September 15, 2018 11:59:59pm ET	October 29, 2018 Albany, NY	September 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
14	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	November 26, 2018 Las Vegas, NV	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
15	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	November 28, 2018 Boise, ID	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
16	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	November 30, 2018 Salt Lake City, UT	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
17	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	December 2, 2018 Spokane, WA	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
18	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	December 5, 2018 Portland, OR	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
19	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	December 7, 2018 Sacramento, CA	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
20	February 26, 2018 2:00pm ET	October 15, 2018 11:59:59pm ET	December 9, 2018 Fresno, CA	October 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
21	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 18, 2019 Tulsa, OK	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
22	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 20, 2019 Little Rock, AR	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
23	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 22, 2019 Birmingham, AL	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
24	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 24, 2019 Nashville, TN	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
25	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 28, 2019 Raleigh, NC	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
26	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	January 30, 2019 Cincinnati, OH	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
27	February 26, 2018 2:00pm ET	December 15, 2018 11:59:59pm ET	February 1, 2019 Cleveland, OH	December 15, 2018	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
28	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	February 28, 2019 El Paso, TX	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
29	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 2, 2019 Lubbock, TX	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
30	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 4, 2019 Wichita, KS	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
31	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 6, 2019 Kansas City, MO	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
32	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 9, 2019 Louisville, KY	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
33	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 11, 2019 Indianapolis, IN	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes

34	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 13, 2019 Grand Rapids, MI	January 31, 2019	One winner will receive two (2) tickets, two (2) Meet & Greet passes and two (2) pre-show party passes
Grand Prize	February 26, 2018 2:00pm ET	January 31, 2019 11:59:59pm ET	March 13, 2019 Grand Rapids, MI	January 31, 2019	GRAND PRIZE

**3. HOW TO ENTER AND WIN:** 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 one or more of the Sweepstakes 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).
- (b) **Method Two: To Enter for Free:** During the Promotion Period, go to: <https://www.crowdrise.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. Each form constitutes one (1) entry, subject to the maximum of fifty (50) entries per person. **Important:** (1) For purposes of filling out the form, the name of the Promotion is: Win a Meet & Greet with Metallica. (2) You must also write the number of the Sweepstakes that you are entering; the number of the Sweepstakes is listed in the first column in the table in Section 2(b) above; you may enter multiple sweepstakes and multiple times subject to the maximum number of entries; you must fill out a new form each time; and (3) Every entry by this method will also be entered for a chance to win the Grand Prize.

**There is a limit of fifty (50) entries total permitted per person per Sweepstakes, regardless of method of entry, during the Entry 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 Sponsor, CrowdRise or Prize Provider may be disqualified at Sponsor’s, CrowdRise’s or Prize Provider’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 Sponsor’s or CrowdRise’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, CrowdRise’s and Prize Provider’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 Sponsor, CrowdRise or Prize Provider 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. SWEEPSTAKES PRIZES AND GRAND PRIZE:**

**Sweepstakes Prizes:** There will be one (1) Official Winner per Sweepstakes who will receive two (2) tickets to the concert, two (2) Meet & Greet passes for Official Winner and their one (1) guest to meet member(s) of Metallica at the show associated with the Sweepstakes in the Table listed in Section 2(b). Plus, two (2) pre-show party passes for winner and guest, including the Memory Remains exhibit of band memorabilia, food and beverage, one (1) t-shirt of winner's choice and one (1) limited edition tour poster; details for the poster and t-shirt to be determined and subject to availability in the sole discretion of Prize Provider.

Potential winner is not declared final and shall not receive a Prize until winner (and guest) are each verified by Prize Provider or its representative per Section 6 below.

Sweepstakes prize tickets do not include travel, accommodations or any other associated costs or expenses not expressly named herein. Tickets are non-refundable and non-transferable, and cannot be sold or exchanged.

Official Winner's tickets will be distributed at the venue box office on the day of the show after the box office opens (see venue for time). Tickets will not be delivered before the day of the show. Do not arrive at the box office early as the passes may not be there; should you arrive late and/or after the box office closes, you will not be able to pick up your tickets. Official Winner must show a government-issued photo ID (driver's license, passport) to collect their tickets. The Official Winner must be present to collect the passes and to gain access to the Meet & Greet. No exceptions. Official Winner's Meet & Greet passes will be distributed separately; Official Winners will be given details in advance of the show where to meet a representative on the day of the show to then attend the Meet & Greet. All methods of distribution are subject to change and in the sole determination of the Sponsor. If your contact information changes, it is your sole responsibility to contact Administrator with your information in a timely manner.

You must comply with the terms and conditions of your tickets and the venue; please read those terms carefully, including the age policy. You may refer to the ticket and the venue's website for more information. If you are found in violation of the rules, you will be asked to leave and you will forfeit the prize in its entirety.

The meet and greet is subject to the band's schedule and may be canceled or changed, and therefore the time, duration and all other details are in the sole and absolute discretion of Prize Provider. Photos and video will not be permitted during the meet and greet. Autographs are not included; you will not get a solo picture with the band.

The prize is non-transferable by the winner, and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a prize, winner may be required to provide proof of identification or eligibility. Winner 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. Prize is 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, if applicable will only be to the verified winner's physical mailing address (no P.O. Boxes) used at the time of entry, which must be in the fifty (50) United States or the District of Columbia or Canada (excluding Quebec), except in Sponsor's sole and absolute discretion. Neither Sponsor nor CrowdRise are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the Potential Winner or for the prize utility, quality, or damages of any kind during shipping (if any) or anytime thereafter. In the event that Sponsor is unable to provide a winner with their prize or any portion thereof, the Sponsor may elect, at its 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 Sponsor in its sole discretion. No cash equivalent or other substitution of prize is

offered.

The Approximate Retail Value (“ARV”) of each sweepstakes prize is three hundred dollars (\$300).

**Grand Prize:** One (1) Official Winner for the entire Promotion (amongst all of the entries to every Sweepstakes) will receive the Grand Prize. The Grand Prize is a trip for Official Winner and one (1) guest to the last Metallica concert on the 2018-19 tour in Grand Rapids, Michigan on March 13, 2019. The prize includes: airfare for Official Winner and their guest (round-trip, coach class and within the United States from a major airline hub near winner’s residence to Detroit, Michigan for two (2) people) and a two (2) night stay in a hotel (one double-occupancy room, standard accommodations). Restrictions apply. Please read carefully.

Potential winner is not declared final and shall not receive a Prize until winner is verified by CrowdRise per Section 5 below. Winner (and guest) confirmations will be complete after verification that winner is eligible to participate and win, and upon his or her completion of paperwork and a background check as outlined in Section 7 below. Sponsor is not responsible for any cancellations, delays or changes to the prize in whole or part; winner will not be compensated in the event of cancellation of, or change to, all or a portion of the Prizes; if canceled by Sponsor it will make commercially reasonable efforts to award a prize of equal or greater value, and a similar experience cannot be guaranteed. The time, duration and details of any substitute prize are in the sole and absolute discretion of Sponsor.

Round-trip coach air transportation only for winner and their one (1) guest is provided by an airline of Sponsor’s choice from a major hub in the fifty (50) United States or the District of Columbia or Canada (excluding Quebec) near the winner’s primary residence. Winner’s primary residence and itinerary is at the sole discretion of Sponsor. Transportation to/from the airport is the sole responsibility of Winner and their guest and is not included with the prize. Winner and their guest must book travel through the assistance of Sponsor or its representative at least three (3) weeks in advance of departure, unless stated otherwise by Sponsor and travel is subject to availability. Blackout dates may apply and this is determined at the sole discretion of Sponsor. Certain additional restrictions may apply. Travel must be used in conjunction with the rest of the prize. Winner and their guest must travel on the same itinerary. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Winner’s use of the airline tickets or any other tickets is subject to the terms and conditions set forth thereon or governing its use. Winner (and guest) is required to read the Terms and Conditions for each ticket carefully. Once booked, no change, extension, or substitution of travel dates is permitted, except by Sponsor at its sole discretion. Tickets are non-refundable and not redeemable for cash or credit. Tickets may not be transferred or sold to a third party. Tickets may not be upgraded, even if with miles or redeemed for miles. Winner and guest are responsible for obtaining all necessary and required travel documentation, authorizations, and travel and health insurance. Travel arrangements must be made through Sponsor’s agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Official Winner’s use of all tickets, including but not limited to the tickets to the concert and airline tickets, is subject to the terms and conditions set forth thereon or governing their use. Winner is required to read the Terms and Conditions for each ticket carefully. Once booked, no change, extension, or substitution of travel dates is permitted, except by Sponsor at its sole discretion. Tickets are non-refundable and not redeemable for cash or credit. Tickets may not be transferred or sold to a third party. Tickets may not be upgraded, even if with miles or redeemed for miles. Official Winner is responsible for obtaining all necessary and required travel documentation, authorizations, and travel and health insurance. If Official Winner resides (or is traveling from) within a one-hundred (100) mile radius of the venue, Official Winner and guest will not receive air transportation or hotel accommodations. If for any reason any portion of the prize does not occur, such portion will be forfeited with no compensation being paid in exchange thereof. Sponsor requires Potential Winner and their guest to sign an Affidavit of Eligibility, Liability and Publicity Release to ensure the winner’s and guest’s compliance with the law and safety of others, in the sole discretion of Sponsor and any other requirements to claim the prize.

Other, more exact details shall be determined in the sole discretion of Sponsor. All grand prize details are in the sole discretion of Sponsor, Metallica, and are subject to the band’s schedule and availability and on a date to be determined by Metallica in its sole discretion. No exceptions. If Official Winner cannot travel on dates

selected, Official Winner will forfeit the opportunity to win the grand prize and there will be no makeup prize or substitution.

At the time of entry, the winner must be at least age 18 or the age of majority in their jurisdiction (if that is higher). Winner's guest may a minor but only if the winner is the parent or legal guardian of the child, and only as pre-approved by Sponsor. By accepting the prize, Potential Winner (including winner's guest) acknowledges and accepts sole liability for the inherently dangerous nature of and risks of traveling, including but not limited to personal injury and/or death. By accepting a prize, the Winner (including Winner's and guest) agrees to release GoFundMe, CrowdRise, Sponsor, any Internet access providers and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively "Released Parties") from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, including, without limitation, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities, including but not limited to travel related thereto. Winner (and winner's guest) acknowledge that neither Released Parties nor their directors, employees, or agents, have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms thereof, and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

Prize includes a two (2)-night stay in a hotel (one room, double occupancy, standard accommodations, subject to change) selected by the Sponsor, in its sole discretion. Accommodations are subject to change based on availability and blackout dates. The exact dates and times of hotel stay to be specified by Sponsor, and all such details will be communicated to the winner after the end of the Promotion. Winner must stay in the hotel on the exact dates and times and itinerary specified by Sponsor. Travel and accommodations must be made through Sponsor's agent. Winner and guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card.

The prizes are subject to winner and guest signing the applicable release and other documents as required herein and requested by CrowdRise or Sponsor. Winner and guest must comply at all times with any and all rules, guidelines and/or instructions provided by Sponsor and/or its representatives. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive to the prize or any portion thereof may forfeit the prize or be ejected by Sponsor in its sole discretion.

The Approximate Retail Value ("ARV") of all prizes: two thousand three hundred dollars (\$2,300). Depending on the location of winner's primary residence and other factors, the actual retail value may be different than the ARV or from that pictured in advertising and the winner will not be compensated for the difference. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner.

Additional Restrictions and Limitations applicable to all Prizes:

Sponsor's inability to reach a Potential Winner or Potential Winner's failure to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner and their guest to travel within the time period specified by Sponsor, and/or a Potential Winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the Potential Winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period, time permitting. Sponsor will conduct up to one (1) alternate drawing, after which the prize will remain un-awarded.

Seat location is assigned by Sponsor and may be located anywhere in the venue. Exact seat location is not revealed until the day of the show when winner picks up their tickets from the box office, unless otherwise instructed by the Administrator. Instructions for the meet and greet and backstage passes (the latter for the

Grand Prize winner) will be provided to the after winner and guest are verified and within one (1) day prior to the concert.

You may enter more than one Sweepstakes. Non-winning entries from one Sweepstakes will not be included in drawings for any other Sweepstakes (but for the Grand Prize drawing). Administrator's decisions as to the operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Prizes awarded are tickets are winner's use of the tickets is subject to the terms and conditions set forth thereon or governing the use of, and show venue. Winner is required to read the Terms and Conditions for each ticket and show venue carefully.

All prize details are subject to change and in the sole discretion of Sponsor or representatives and in the event that Administrator is unable to provide a winner with their prize(s), the Administrator may elect, to provide winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. If talent cannot be present, or an event changes, Sponsor reserves the right to substitute prizes of that are not similar in value on the same dates. The appearance of the artist in connection with any portion of the prize, including the show, is subject to availability and is subject to cancellation; if unable fulfill any portion of the prize, Sponsor will make commercially reasonable efforts to replace it with a similar prize. If winner or guest is unable to attend for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in its entirety. 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). It is winner's sole responsibility to stay informed about the details including event location, time and any changes regarding the event. Winner must comply with all instructions and protocols required (including, but not limited to, tickets to events or background checks) and are responsible for all documentation required. Winner is required to provide Administrator, Administrator and Prize Provider with his/her and their guest's name, residential addresses, telephone number, email address and each must present valid government-issued photo ID (such as license or passport) upon request and at the event. In the event the winner or his/her guest engages in behavior at any time that Sponsor or Administrator or its representative determines, in their respective sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Sponsor and Administrator reserve the right to terminate the prize, in whole or part, and there will not be any substitution. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Prize Provider reserves right to substitute prizes of equal or greater value or different value; no substitution or transfer of prizes permitted by winner. No costs or expenses incurred by winners are included in the prize. Sponsor and Administrator are not responsible for any lost, mutilated, or stolen tickets, travel vouchers or certificates. Neither Sponsor nor Administrator are responsible for prize utility, quality or otherwise. The winners may be required to provide Sponsor, Administrator and Prize Provider with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued by Sponsor in the name of winner(s) for the actual value of the prize(s) received. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion.

**5. SELECTION AND VERIFICATION OF WINNERS AND ODDS OF WINNING:** For each of the sweepstakes, one (1) entrant will be selected in a random drawing (the "Drawing") from among all eligible entries received by CrowdRise. Each selected entrant is required to correctly answer a mathematical skill-based test question administered by CrowdRise prior to being declared a Potential Winner (the "Potential Winner"). Drawings will take place the date listed in the Table listed in the Table in Section 2(b). Odds of winning each sweepstakes depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for that Sweepstakes. 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 Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer their entry to another person. An individual may be required to show proof of ownership of their accounts used to enter the Promotion. The Potential Winner 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 three (3) days after the first attempt to contact them, an alternate entrant may be selected in their place at random from



all eligible entries received. Potential Winner is subject to verification by CrowdRise, and may be required to provide Sponsor, CrowdRise and/or Prize Provider their 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 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. After such time that Potential Winner has been verified as eligible to participate and win and claim the prize, they may be declared the Official Winner. If any Potential Winner is not verified by CrowdRise, cannot be contacted within three (3) days, fails to return any and all requested documentation within three (3) 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 Sweepstakes or the entire 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 Provider, 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. Sponsor, Prize Provider and CrowdRise reserve the right to disqualify any entrant (and their entry) from the Promotion, any other promotions conducted now or in the future by Sponsor, Prize Provider or CrowdRise or any of their affiliates if they tampers with the entry process or if their fraud or misconduct affects the integrity of the Promotion or if they 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 THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR 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 [Kennedy@gofundme.com](mailto:Kennedy@gofundme.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](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.

(e) 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@gofundme.com](mailto:Kennedy@gofundme.com) with the following subject line: “Please send the winners list for the Win a Meet & Greet, Plus One Grand Prize with Metallica 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:**

All Within My Hands Foundation  
454 Las Gallinas Ave #213  
San Rafael, CA 94903

with a copy CROWDRISE:

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@gofundme.com](mailto:Kennedy@gofundme.com).