

GONOODLE, INC.
“MAKING THE BAND: GONOODLE EDITION” SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

This GoNoodle Sweepstakes (the “Sweepstakes”) is offered by GoNoodle, Inc. (“GoNoodle,” “we,” or “us”) to certain participants who want to enter (“Entrant(s),” “you,” “your”), subject to these rules (“Rules”).

1. ELIGIBILITY. This Sweepstakes is only open to individuals who are legal residents of and physically located within the 50 United States and the District of Columbia, who are the age of majority in their jurisdiction of residence as of the date of entry. GoNoodle reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility in a form requested by GoNoodle. This Sweepstakes is void where prohibited or restricted by law.

2. AGREEMENT TO RULES. By participating, you agree to be fully unconditionally bound by these Rules. In addition, you agree to accept the decisions of GoNoodle as final and binding as it relates to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws.

3. SWEEPSTAKES SCHEDULE. The Sweepstakes period begins at 12:01 AM Eastern Daylight Time (EDT) on September 15, 2021 and ends at 11:59 PM EDT on October 15, 2021 (the “Sweepstakes Period”). GoNoodle’s computer is the official time keeping device for the Sweepstakes. Sweepstakes entries must be completed prior to the end of the Sweepstakes Period in order to qualify as a valid entry into the Sweepstakes.

4. HOW TO ENTER. NO PURCHASE IS NECESSARY TO ENTER. During the Sweepstakes Period, an eligible Entrant must create a musical instrument using one of the Hispanic Heritage Month how-to activity sheets available on the GoNoodle website (www.GoNoodle.com). Specifically, Entrants can choose from the pandeiro worksheet (available [here](#)), the drums worksheet (available [here](#)), or the maracas worksheet (available [here](#)).

After creating the instrument, Entrant must use the instrument in the creation of a music video, performing and lip-syncing to one of the following songs available on the GoNoodle website: La Ensalada (available [here](#)), Freeze! (en español) (available [here](#)), or Celebrar (available [here](#)).

Finally, Entrants must send their music video to marketing@gonoodle.com.

Upon completion, Entrant will receive one (1) entry into the Sweepstakes. Entries will not be judged. Entries that are incomplete or do not adhere to these Rules may be disqualified at the sole discretion of GoNoodle. You may enter only once. You may not enter more times than indicated by using multiple identities or devices in an attempt to circumvent the Rules. Any use of automated or programmed methods of effecting entry is prohibited. If you use fraudulent methods or otherwise attempt to circumvent these Rules, your submission may be removed from eligibility at the sole discretion of GoNoodle.

5. PRIZE. Five (5) prizes are available to be won. The winners of the Sweepstakes (“Winner” or “Winners”) will each have the opportunity to be featured in a GoNoodle video within the year of 2022 (the “Prize”). The approximate retail value (ARV) of each Prize is \$200. Actual/appraised value may differ at time of prize award; any difference between the stated ARV and actual value will not be provided. No cash or other prize substitution is permitted, and the prize is non-transferable.

6. PRIZE CONDITIONS. All costs and expenses not specifically included herein are solely the Winner's responsibility. This includes, without limitation, any and all federal, state, and local taxes (including but not limited to income and withholding taxes), sales taxes on or connected with the Prize, and the reporting consequences thereof. If for any reason the Prize becomes unavailable, GoNoodle may award a substitute prize of equal or greater value. Acceptance of Prize constitutes permission for GoNoodle—without any further notice, review, or consent—to use Winner's name, likeness, biographical information, address (city and state only), statements about the Sweepstakes, and entry for purposes of advertising and trade without further compensation, except where prohibited by law.

7. ODDS. The odds of winning depend on the number of eligible entries received.

8. WINNER SELECTION AND NOTIFICATION. The potential Winner of the Sweepstakes will be selected in a random drawing by GoNoodle at the conclusion of the Sweepstakes Period. Potential Winners will be notified via email within 5 days following the aforementioned random drawing (the "Award Notification"). GoNoodle shall have no liability for a potential Winner's failure to receive notices due to spam, junk e-mail or other security settings or for potential Winner's provision of incorrect or otherwise non-functioning contact information. At the sole discretion of GoNoodle, disqualification, forfeiture, and the random selection of an alternate Winner from among the Entrants may occur if the initially selected potential Winner cannot be contacted, fails to claim the Prize within fifteen (15) days from the time Award Notification is sent, or is otherwise determined by GoNoodle to be ineligible for any reason.

9. CANCELLATION. GoNoodle reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes for any reason.

10. LIMITATION OF LIABILITY. By entering the Sweepstakes you agree to release and hold harmless GoNoodle and its subsidiaries, affiliates, advertising and promotional partners, Facebook, Instagram, and Twitter, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) your participation in the Sweepstakes and your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, network, website, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the Sweepstakes; or (v) electronic or human error which may occur in the administration of the Sweepstakes.

11. INTERFERENCE WITH SWEEPSTAKES. By entering the Sweepstakes, you agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, GONOODLE MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

11. PRIVACY. You may provide, and we may collect, certain information about you when you submit an entry to the Sweepstakes. By providing any information to us, you are signifying: (a) that the information is about you, or that you have the permission of the person whose information you are sharing to do so; and (b) that you have read the terms of our [Privacy Policy](#) and agree to the uses of your information described therein or, where you are submitting the information of others, that they have done the same. In the event of any conflict between GoNoodle's Privacy Policy and these Rules, the Rules will prevail.

12. GOVERNING LAW. This Sweepstakes is governed by the laws of the state of Tennessee,

without respect to conflict of law doctrines. ANY CLAIM FOR DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. AS A CONDITION OF PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

12. SPONSOR. The Sponsor of the Sweepstakes is GoNoodle, Inc. located at 209 10th Ave S #517, Nashville, TN 37203. You acknowledge and agree that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter.