

GET A CALL FROM GRANGER SMITH – 2017 PROMOTION (“PROMOTION”)

FULL TERMS AND CONDITIONS

Participants agree to be bound by these terms and conditions (the “**Terms and Conditions**”). Any information or instructions published by the Promoter about the Promotion at www.callfromgranger.com form part of these Terms and Conditions. Void where prohibited by law.

The Promoter: This Promotion is sponsored by This Is Hit, Inc. d/b/a Wheelhouse Records (“Promoter”).

Promotion Period: The Promotion will commence at **12:00 AM EST ON October 27, 2017 AND WILL END at 11:59 PM EST ON NOVEMBER 3, 2017** (“PROMOTION PERIOD”)

Eligibility:

1. To be eligible to participate in the Promotion you must be a resident of the 50 United States and/or the District of Columbia and at least 18 years old at the time of entry.
2. This Promotion is available only to consumers (i.e. not to any business or reseller).
3. Employees, agents, directors, officers, and any affiliate of companies, subsidiaries, agents, professional advisors and advertising and promotional agencies (and the immediate families of each) of the Promoter are not eligible to enter.
4. Eligibility is subject to all applicable federal and state and local laws and regulations.

Offer:

5. **The first Fifteen Thousand (15,000) participants** who purchase Granger Smith’s new album entitled, *When the Good Guys Win*, from a licensed retailer (i.e. not second hand) (“Promotion Product”) during the Promotion Period will be entitled to receive a phone call from Granger Smith (the “Promotional Call”). Purchases from, auction websites (e.g. eBay) or marketplace sales through retail websites (e.g. Amazon Marketplace or Play Trade) are specifically excluded from this Promotion. Pre-order purchases shall be included as a purchase of a Promotion Product.

Claim:

6. A maximum of one (1) Promotional Call per qualifying Promotion Product
7. A maximum of three (3) Promotional Calls per household can only be claimed during the Promotion.
8. To claim the Promotional Call, participants must purchase a Promotion Product during the Promotion Period, then go to www.callfromgranger.com to (i) enter all required information (First and Last Name, E-Mail Address, Phone Number, Birthday, Retail Source for sale of Promotion Product); (ii) upload proof of purchase of Promotion Product (screenshot of iTunes receipt, picture of physical receipt, provide order number, etc.); and (iii) accept the terms and conditions by checking the T&Cs box (the “**Claim**”).
9. Claims received after the Promotion Period will be invalid.
10. In the event of a dispute, Claims will be deemed made by the authorized account holder of the home ISP account from which the entry was submitted. A participant may be required to show proof of being the authorized account holder.
11. Promoter is not responsible for Submissions that are incomplete, illegible, inaudible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any technical specification and/or condition of these Terms and Conditions and all such Claims shall be disqualified.
12. Claims that are incomplete or damaged will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged Claims (e.g. which are lost on the post or where online data is not received or is corrupted) whether due to a technical error or otherwise.
13. The Promoter reserves the right in its absolute discretion to disqualify Claims which it considers do not comply with these terms and conditions.
14. If a participant returns the Promotion Product after submitting a claim, the claim will be invalid and the participant must immediately contact customer service to cancel the claim. The Promoter reserves the right to check with the retailer whether a Promotion Product has been returned and, by submitting a claim, the participant provides consent to the Promoter to do so.
15. Any inquiries regarding a Claim should be sent to: contactus@bbmusicgroup.com.

16. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age, and other relevant details of a participant.
17. A claim must be made by the participant and must not be made through agents or third parties.
18. The name and address shown on the proof of purchase must match the Participant's details included on the claim form.

Promotional Call:

19. The first 15,000 valid Claims will receive the Promotional Call.
20. The Promotional Call shall be delivered to the phone number provided in the Claim.
21. The Promotional Call will be received by a "blocked" or "unknown" number.
22. Participant shall be deemed to have received the Promotional Call if Granger Smith calls and only leaves a voice message.
23. The Promotional Call will be limited to sixty seconds (:60). Such limitation shall not apply to voice messages.
24. Promoter shall not be responsible if:
 - (i) Participant's mailbox is full and Granger Smith is unable to leave a voice message.
 - (ii) If the Phone Number provided in the Claim is no longer in service.
 - (iii) If participant declines the Promotional Call

In all such instances, an attempted call shall satisfy receipt of the Promotional Call. Promoter shall not be liable to Participant if Participant does not speak voice to voice with Granger Smith for any reason.

Privacy and Data Protection:

25. Except where prohibited by law, submission of a Claim constitutes permission for the following: (1) to send future email messages to the email address from which the Claim was delivered; and (2) use of each participant's name, likeness, city of residence, without limitation, for Promoter's promotional purposes without further permission or compensation.
26. Other than as set out in these terms and conditions or for the purposes of operating the Promotion, the details and information provided by the participant when entering the Promotion or claiming the Promotional Call will not be used for any promotional purpose.

General:

27. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
28. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
29. The Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
30. Promoter accepts no responsibility for any injury, loss or damage of any kind resulting from any participant's participation in this Promotion.
31. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as included in this Promotion.
32. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion.
33. The Promotion is governed by Tennessee law.
34. The Promotion is void where prohibited.
35. Any provision of these Terms and Conditions deemed unenforceable will be enforced to the extent permissible, and the remainder of these Terms and Conditions will remain in effect.
36. By entering, participants certify that they have complied with these Terms and Conditions and are eligible to win.