

New Kids On The Block #GetOnTheBoat Video Sweepstakes 2017 Official Rules: Terms & Conditions ("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS "SWEEPSTAKES." BY ENTERING THIS "SWEEPSTAKES," YOU AGREE TO BE BOUND BY THESE "OFFICIAL RULES" OF WHICH YOU HAVE FULL UNDERSTANDING AND WHICH CONSTITUTE A BINDING AGREEMENT BETWEEN YOU ON THE ONE HAND, AND "SPONSOR" ON THE OTHER.

1. Sweepstakes Description. The New Kids On The Block #GetOnTheBoat Video Sweepstakes ("Sweepstakes"), sponsored by the NKOTB II, Inc. ("Sponsor"), allows eligible individuals ("Entrants") to submit a creative video through the Instagram smartphone application or through Facebook using the #GetOnTheBoat hashtag to enter. As per paragraph 5, the Sponsor will randomly select one winner from the videos submitted who have complied with all of the terms and conditions of these Official Rules ("the Prize Winner"). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram or Facebook. This Sweepstakes is not sponsored by Ticketmaster.

2. Eligibility. Sweepstakes are offered only in the 50 United States and the District of Columbia to legal United States residents at least twenty-one (21) years of age at the start of the Promotional Period. Void where prohibited. Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of employees of Sponsor are not eligible to enter. By entering, you agree to these Official Rules and the decisions of the Sweepstakes Sponsor, which are final and binding in all respects.

3. Promotional Period. Promotional period begins on **April 11, 2017** at 5 p.m. EST, and ends on **April 30, 2017** at noon EST ("Promotional Period"). At the end of the Promotional Period there will be a Grand Prize drawing. The Sweepstakes Sponsor, however, reserves the right to terminate the Promotional Period by giving notice, deemed appropriate by Sweepstakes Sponsor, at any time, in which case the promotion will terminate immediately. Should the promotion be terminated as described above, the Grand Prize will nevertheless be awarded as stated below.

4. Entry. All entries must adhere to the requirements and restrictions specified below:

(a) To enter the Sweepstakes, Entrants must upload a video ("Video") of themselves explaining why they should win either:

- (i) to Instagram using the #GetOnTheBoat hashtag, or**
- (ii) to Facebook using the #GetOnTheBoat hashtag.**

Entrants may enter the Sweepstakes an unlimited number of times during the Promotional Period.

(b) Submission Videos must be and contain only the original work of the Entrant, must not have been published previously, must not infringe upon any third party's rights, and must be suitable for publication (i.e. not obscene or indecent). Be careful that your submission doesn't inadvertently contain a third party's trademark, logo, or intellectual property because that may cause your entry to be disqualified. Examples to watch for: a trademark/logo on a baseball cap, sneakers or t-shirt or a trademark/logo on a pet toy. Sponsor may elect to blur incidental third party trademarks or logos in videos at its sole discretion. **NO PERSONS OTHER THAN ENTRANT MAY BE FEATURED IN THE VIDEO.**

5. Drawing. Following the end of the Promotional Period, the Prize Winner for the Sweepstakes will be selected by random drawing from all eligible entries properly submitted during the Promotional Period. There will be one drawing for the Promotional Period from all eligible entries received. **The Prize Winner will be notified by direct message requesting their email address within approximately two (2) days of the drawing. If the Prize Winner of the drawing does not respond with their personal email address and/or fails to send in the requisite follow up**

forms within two (2) days of notification, the winner will be discarded and another random drawing will take place. The final Prize Winner will be announced and posted on one or more of Sponsor's social media sites within seven (7) days of receipt of the required information and paperwork by Sponsor.

6. Prizes/Odds. There will be one final prize awarded for the entire Promotional Period, which will include: (1) a cabin on New Kids On The Block Cruise #9 2017 (October 19-23, 2017), (2) a selfie event with the New Kids On the Block on the boat, and (3) VIP passes to Lido Deck Parties (the "Prize"). The approximate retail value of the Prize is \$899.00. Odds of winning in any drawing depend on the number of eligible entries received for that drawing. The Prize is not transferable, substitutable, assignable, or redeemable for cash. The Prize is limited to that specified above; all other unspecified costs, fees, and expenses associated with the Prize award, receipt, and use are solely the responsibility of the Prize Winner (including but not limited to roundtrip airfare and hotel accommodation). Any and all federal, state and local taxes on the Prize, if any, are the sole responsibility of the Prize Winner. Sponsor reserves the right to substitute any portion of the Prize with a prize of equal or greater value.

7. General Conditions and Grant of Rights.

(a) BY SUBMITTING A VIDEO, ENTRANTS GRANTS TO SPONSOR, ITS PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, AND ITS LICENSEES THE FOLLOWING ROYALTY-FREE, NON-EXCLUSIVE, PERPETUAL, WORLDWIDE, IRREVOCABLE LICENSE RIGHTS: (1) TO REPRODUCE, DISTRIBUTE, SUB-LICENSE, PUBLICLY DISPLAY, BROADCAST, OR OTHERWISE PUBLISH, USE, AND CREATE DERIVATIVE WORKS CONTAINING A VIDEO IN ANY MANNER AND IN ANY MEDIA NOW OR HEREAFTER KNOWN, INCLUDING, BUT NOT LIMITED TO DISPLAY ON SPONSOR'S WEBSITE AND/OR SOCIAL MEDIA, OR PUBLICATION IN SPONSOR'S NEWSLETTERS, MARKETING COLLATERAL, ARTICLES HIGHLIGHTING ENTRIES OR WINNERS OF THE SWEEPSTAKES, OR OTHER SPONSOR MATERIALS; (2) TO REGISTER OR USE COPYRIGHT NOTICES, IN THE NAME OF SPONSOR, IN CONNECTION WITH SPONSOR WORKS IN WHICH VIDEO APPEARS, AND (3) TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE INTERNET AND THE WORLD WIDE WEB, AT ANY TIME OR TIMES, AND FOR ANY PURPOSE WHATSOEVER, THE ENTRANT'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, SUBMISSION VIDEO AND BIOGRAPHICAL INFORMATION AS NEWS OR INFORMATION AND FOR ADVERTISING AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION. ENTRANTS ALSO WAIVE ANY RIGHT TO INSPECT OR APPROVE ANY SUCH USE OF THEIR VIDEO OR OTHER RIGHTS GRANTED, AND/OR MORAL RIGHTS, OR RIGHTS TO ATTRIBUTION. ADDITIONALLY, WITHOUT ADDITIONAL COMPENSATION, PRIZE AGREES TO APPEAR FOR, OR PROVIDE BIOGRAPHICAL INFORMATION FOR USE IN, ANY PRESENTATION OR OTHER ACTIVITY WHICH MAY INCLUDE FILMING/AUDIO/VIDEO/ELECTRONIC OR OTHER RECORDINGS AND/OR INTERVIEWS, AS MAY BE DETERMINED FROM TIME TO TIME BY SPONSOR. ENTRANTS AGREE, WHERE PERMITTED BY LAW, TO SIGN ANY DOCUMENTS NECESSARY TO EFFECT THIS LICENSE GRANT. ENTRANTS UNDERSTAND AND AGREE THAT DISPLAY OR PUBLICATION OF THEIR VIDEO ON SPONSOR'S WEBSITE, FACEBOOK PAGE, INSTAGRAM OR PINTEREST BOARD DOES NOT INDICATE THAT THE INDIVIDUAL OR GROUP WHO SUBMITTED A PARTICULAR VIDEO WILL BE SELECTED AS A PRIZE WINNER, AND SPONSOR WILL NOT BE REQUIRED TO PAY ANY ADDITIONAL CONSIDERATION OR SEEK ANY ADDITIONAL APPROVAL IN CONNECTION WITH SUCH USE.

(b) BY SUBMITTING A VIDEO, ENTRANT WARRANTS THAT THEY HAVE COMPLIED FULLY WITH ALL OF THE OFFICIAL RULES OF THE SWEEPSTAKES, MEETS THE ELIGIBILITY REQUIREMENTS, AND HAS AND/OR WILL COMPLY WITH ALL OF THE REQUIREMENTS OF THE SWEEPSTAKES AS INTERPRETED BY SPONSORS, AND IS FULLY QUALIFIED TO BE AWARDED THIS PRIZE(S).

(c) Prize Winners must execute and return a W9 and any additional documents required by Sponsor within two (2) days of notification. Failure to return documents timely, or if prize notification or prize is returned as nondeliverable, may result in disqualification with an alternate winner selected.

(d) Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in a nonsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry methods will void all

such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same e-mail, Instagram, or Facebook account, the authorized subscriber of the account used to enter the Sweepstakes at the actual time of entry will be deemed to be the Entrant and must comply with these rules (authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address).

(e) Sponsor will prosecute any fraudulent activities to the fullest extent of the law.

8. Limitations of Liability.

(a) SPONSOR IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY WEB SITE OR SOCIAL MEDIA USERS, OR TAMPERING OR HACKING, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES AND ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SWEEPSTAKES.

(b) SPONSOR IS NOT RESPONSIBLE FOR INJURY OR DAMAGE TO ENTRANTS' OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THIS SWEEPSTAKES. IF, FOR ANY REASON, THE SWEEPSTAKES IS NOT CAPABLE OF RUNNING AS PLANNED BY REASON OF INFECTION BY COMPUTER VIRUS, WORMS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES WHICH, IN THE SOLE OPINION OF SPONSOR, COULD CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THIS SWEEPSTAKES, SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE SWEEPSTAKES FOR ANY DRAWING(S).

(c) IN NO EVENT WILL SPONSOR, ITS LICENSEES, AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY TAXES, COSTS, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF SPONSOR'S WEB SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

(d) BY SUBMITTING A VIDEO, ENTRANTS AGREE TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS INSTAGRAM, FACEBOOK, SPONSOR, AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AND AGENTS OF EACH FROM AND AGAINST ANY LIABILITY, INJURY, DEATH, LOSS OR DAMAGES TO ENTRANT OR ANY PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THEIR PREPARATION FOR OR PARTICIPATION IN THE SWEEPSTAKES (OR RELATED ACTIVITIES), ANY ASSOCIATED TRAVEL, THEIR ACCEPTANCE, POSSESSION, OR USE/MISUSE OF A PRIZE, OR FROM ANY DELAY IN RECEIVING ANY PRIZE AWARDED. ENTRANTS' OBLIGATIONS TO INDEMNIFY INSTAGRAM, FACEBOOK, AND SPONSOR INCLUDE ACTIONS ARISING (I) FROM ANY ALLEGATION THAT ANY VIDEO AN ENTRANT SUBMITS VIA THE SWEEPSTAKES INFRINGES OR OTHERWISE VIOLATES THE COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY, OR (II) FROM ANY OTHER VIOLATION OF THESE OFFICIAL RULES. BY SUBMITTING AN ENTRY, ENTRANTS AGREE THAT THEY HAVE NO RIGHT TO BRING (AND COVENANT NOT TO BRING) ANY CLAIM, ACTION, OR PROCEEDING OF ANY KIND OR NATURE WHATSOEVER AGAINST INSTAGRAM, SPONSOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,

AND AGENTS IN CONNECTION WITH THIS SWEEPSTAKES. ADDITIONALLY, ENTRANTS RELEASE ON BEHALF OF THEIR ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS, INSTAGRAM, FACEBOOK, SPONSOR, AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AND AGENTS OF EACH FROM AND AGAINST ALL LIABILITY WITH RESPECT TO IN ANY WAY ARISING OUT OF ENTRANT'S TAX LIABILITIES AND/OR USE OF ENTRANT'S NAME, LIKENESS, VOICE OR ANY OTHER MATERIAL SUBMITTED FOR THE PARTICIPATION IN THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED CAUSED OF ACTION, OR OTHERWISE IN CONNECTION WITH OR RELATED TO THE SWEEPSTAKES.

(e) ENTRANTS ACKNOWLEDGE AND AGREE THAT INSTAGRAM, FACEBOOK, SPONSOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DO NOT HAVE NOW, NOR SHALL ANY OF THEM HAVE IN THE FUTURE, ANY DUTY OR LIABILITY, DIRECT OR INDIRECT, VICARIOUS, CONTRIBUTORY, OR OTHERWISE, WITH RESPECT TO THE NON-INFRINGEMENT OR PROTECTION OF ANY COPYRIGHT, TRADEMARK, PATENT, OR ANY OTHER CLAIMED RIGHT OR INTEREST IN VIDEO.

9. Disputes. As a condition of participating in this Sweepstakes, Entrant agrees that (subject to paragraph 8 above) any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in New York county having competent jurisdiction, which Court shall apply the laws of the State of New York without regard for principles of conflicts of law. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorney's fees, other than Entrant's actual out of pocket expenses (i.e. costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

10. Winner's List. For names of the winners send a self-addressed stamped envelope for receipt by the 30th day of the May, 2017, for the prior month's winners to Sponsor c/o WG& S LLP, 10990 Wilshire Boulevard, 8th Floor, Los Angeles, CA 90024, Attn: Eric Wasserman. For Official Rules mail a self-addressed stamped envelope to the above address marked "OFFICIAL RULES" for receipt by 30th day of April, 2017. The names of winners will also be posted at Sponsor's Instagram account, @NKOTB.

12. This Sweepstakes is sponsored by the NKOTB II, Inc., a corporation organized and existing under the laws of the State of Delaware with a mailing address c/o WG& S LLP, 10990 Wilshire Boulevard, 8th Floor, Los Angeles, CA 90024, Attn: Eric Wasserman. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram or Facebook. Ticketmaster is not a sponsor of this promotion and is in no way responsible for the administration of the promotion, the verification of winners, or the fulfillment of prizeing. All inquiries must be directed to Sponsor and not Ticketmaster.

11. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.