

# The Win It Before You Can Buy It Contest Official Rules, Terms and Conditions

NO PURCHASE, ENTRY FEE OR SUBMISSION TO A SALES PRESENTATION IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING.

**ELIGIBILITY:** THE WIN IT BEFORE YOU CAN BUY IT CONTEST (THE "CONTEST") IS OPEN ONLY TO LEGAL RESIDENTS THE UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS, AND WHEREVER ELSE THE CONTEST MAY BE PROHIBITED OR RESTRICTED BY LAW), WHO ARE AT LEAST THIRTEEN (13) OR OLDER AT THE TIME OF ENTRY. EMPLOYEES OF PEARL CORP. AND THEIR IMMEDIATE FAMILIES AND THOSE LIVING IN THEIR HOUSEHOLDS, ARE NOT ELIGIBLE TO PARTICIPATE IN THE CONTEST. VOID WHERE PROHIBITED.

**CONTEST PERIOD:** The Contest begins at 12:00 p.m. Central Time (CT) on February 11, 2009 and ends at 11:59 p.m. CT on May 1, 2009 (the "Contest Period"). The winning entries will be announced the day of each giveaway, which are: February 20th, March 6th, March 20th, April 3rd, April 17th, May 1st. Winners information will be posted on our website for approximately two (2) months after completion of contest period.

**SPONSOR:** The Sponsor of this Sweepstakes is Pearl Corp., 549 Metroplex Dr., Nashville, TN 37211 ("Sponsor"), and the rules, terms and conditions provided herein are the official rules of the contest ("Official Rules"). The Official Rules are available on the Sponsor's website at [www.pearldrums.com](http://www.pearldrums.com).

**ODDS OF WINNING:** Odds of winning will depend upon the total number of eligible entries received.

## HOW TO PARTICIPATE:

(1) Enter online. Visit the general Contest homepage at [www.pearldrums.com](http://www.pearldrums.com) and follow the onscreen instructions to register for the Contest and submit your entry. No limit to number of entries per person. A completed entry constitutes acceptance of these Official Rules.

(2) Enter by mail. On a plain piece of paper, no larger than 8 ½" x 11", print or type your first and last name, street address (no P.O. boxes), city, state or province, postal code, e-mail address, daytime or evening telephone number, and how you heard about the Contest. Mail your entry with first-class postage affixed, to: Pearl Corp., 549 Metroplex Dr., ATTN: Demon Drive Contest, Nashville, TN 37211. Limit one entry per person. Entries must be received by the day of each giveaway, with the final date being May 1st. Sponsor is not responsible for lost, late, illegible, incomplete, mutilated, misdirected or postage-due entries.

(3) Minors. An entrant under the age of 18 must have the consent of his/her parent or legal guardian to submit their personal information and to enter the Contest. If a parent or legal guardian does not provide consent, the entry will be disqualified. By submitting an entry, entrant (and the entrant's parent or legal guardian) are representing and warranting that entrant has consent of his/her parent or legal guardian. If a minor entrant is selected as a Winner, a parent or guardian must affirm eligibility and consent and sign a release on behalf of the minor to be eligible to receive a prize.

(4) Disqualified Entries. Sponsor reserves the right to remove and disqualify any entry that it deems to be in violation of these Official Rules. In addition, entries may be considered void if they are in whole or in part incomplete, illegible, forged, or obtained through fraud or theft.

## ADDITIONAL CONDITIONS FOR PARTICIPATION:

(1) By participating, entrant (or if a minor, entrant's parent or legal guardian) represents and warrants that it has read and agrees to be bound by these Official Rules.

(2) If selected as a Winner (as defined in these Official Rules), the entrant will be required to sign an agreement and release confirming, among other things, compliance with these Official Rules and acceptance of the prizes as offered, and releasing Sponsor and its agencies from any and all liability for any damages, costs, or losses whatsoever relating in any way to or arising out of participation in the Contest, participating in any prize-related activity, or the acceptance, use or misuse of any prize. If any Winner is a minor, the agreement and release will need to be signed by the parent or legal guardian, and the prize may be awarded in the name of the parent or legal guardian who will be required to fulfill all requirements imposed on Winners set forth herein.

(3) By participating, entrant (or if a minor, entrant's parent or legal guardian) agrees that neither the entry nor the acceptance of the awarded prizes violates any agreements with any third party, or any right or interest of any third party.

(4) By participating, entrant (or if a minor, entrant's parent or legal guardian) gives permission to use winner's name and likeness for publicity purposes.

**PERSONAL INFORMATION:** Sponsor will be collecting personal information about entrants when they register and participate in the Contest. By agreeing to these Official Rules, entrants (or if a minor, entrant's parent or legal guardian) agree to such collection and use of their personal information.

**SELECTION/DRAWING:** One winner will be selected in a random drawing from all eligible entries on each of the 6 drawing dates: February 20th, March 6th, March 20th, April 3rd, April 17th and May 1st., for a total of six (6) winners. The drawings will be held after the close of each Contest Period and will be announced on each drawing date. Odds of winning will depend upon the total number of eligible entries received prior to each drawing date.

**PRIZES AND APPROXIMATE RETAIL VALUE (ARV):** The selected Winners will receive the following prizes (all amounts are in U.S. Dollars): a Pearl Eliminator Demon Drive Single Bass Drum Pedal (\$559.00 ARV)

No cash equivalent will be made available for non-cash prizes. Prizes are non-transferable. No substitution will be made except at Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize or prize component for one of equal or greater value if a designated prize or component should become unavailable for any reason. Prizes consist of only those items specifically listed herein, and any item, cost or expense not specifically listed as part of the prize is the sole responsibility of the winner. **TOTAL ARV OF ALL PRIZES: \$3,354.00.** Any and all taxes related to the prizes are the sole responsibility of the Winner (or parent/legal guardian if Winner is a minor).

The Winners will be notified by phone or e-mail (if no phone number is provided) within 48 hours of the end of each Contest period.

A parent or guardian of any participant who is a minor at the time of entry must affirm eligibility and consent and sign a release on behalf of the minor to be eligible to receive a prize, and Sponsor reserves the right to refuse to award a prize to or on behalf of a minor.

**RIGHT OF DISQUALIFICATION:** Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, or the operation of the Contest or web sites, or acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. **ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT.**

**RIGHT OF TERMINATION:** Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, if in its sole discretion, Sponsor determines that the Contest or a portion of the Contest is impractical, fraudulent, void, unlawful, or if there are any technical or administrative malfunctions, errors or other problems that affect the structure, terms or lawful administration of the Contest.

**DISCLAIMER OF WARRANTY:** NEITHER THE SPONSOR, NOR ANY OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO ENTRANTS OR ANY OTHER PERSONS RELATING IN ANY WAY TO THE PARTICIPATION IN THE CONTEST, OR ACCEPTANCE, RECEIPT, OWNERSHIP, USE OR OTHER DISPOSITION OF THE PRIZES, INCLUDING, BUT NOT LIMITED TO, ANY COMPUTER-RELATED, ON-LINE, TELEPHONIC, OR TECHNICAL MALFUNCTIONS THAT MAY OCCUR, OR ANY ENTRIES, VIDEOS, OR VOTES THAT ARE LATE, TAMPERED WITH, INCOMPLETE, LOST, MISDIRECTED, MUTILATED, CORRUPTED, MECHANICALLY DUPLICATED, OR OTHERWISE NOT IN COMPLIANCE WITH THE OFFICIAL RULES.

**LIMITATION OF LIABILITY:** NEITHER THE SPONSOR NOR ANY OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS SHALL BE LIABLE TO ENTRANTS OR ANY OTHER PERSONS FOR, AND EXCEPT WHERE PROHIBITED BY LAW, THE SPONSOR AND THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS ARE HEREBY RELEASED FROM ANY REMEDY, LIABILITY, DAMAGES, COSTS, OR LOSSES WHATSOEVER RELATING IN ANY WAY TO OR ARISING OUT OF PARTICIPATION IN THE CONTEST, PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY, OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE WHETHER ARISING UNDER THESE TERMS OR APPLICABLE LAW, INCLUDING CONTRACT, TORT, STATUTORY, OR ANY OTHER LAW.

**GOVERNING LAW FOR U.S. RESIDENTS:** For those entrants that are residents of the United States, the Contest is subject to all applicable federal, state and local regulations. Any claims, disputes or other matters in question arising out of, or relating to, the contest or the prizes, whether sounding in contract, tort, or otherwise will be decided exclusively by the state or federal court located in the state of Tennessee.

**WINNERS' LIST:** The name of Winners will be available for a reasonable time period after the completion of the Contest, at [www.pearldrums.com](http://www.pearldrums.com).

The logo for Pearl, featuring the word "Pearl" in a stylized, cursive script font with a horizontal line underneath the letters.