

“ESP LTD Snakebyte Giveaway x Metal Injection Giveaway Sweepstakes”
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

The “ESP LTD Snakebyte Giveaway x Metal Injection Giveaway Sweepstakes” (the “Sweepstakes”) may only be entered by legal residents residing in the fifty (50) United States or the District of Columbia, excluding territories and possessions (the “Sweepstakes Territory”). Entries originating from any other jurisdiction are not eligible. You are not authorized to participate in the Sweepstakes if you are not located within the Sweepstakes Territory.

ELIGIBILITY.

Only legal residents of the Sweepstakes Territory who are at least eighteen (18) years old as of December 10, 2025 are eligible to enter the Sweepstakes. This Sweepstakes is void outside of the Sweepstakes Territory, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers and directors of Orchard Enterprises NY, Inc. (the “Sponsor”), Wide Open Media Company, and their respective parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials (“Sweepstakes Entities”) and their immediate family members (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.

SWEEPSTAKES PERIOD.

The Sweepstakes will begin on December 10, 2025 at 12:00 a.m. EST and will end January 10, 2026 at 11:59:59 p.m. EST (“Sweepstakes Period”).

HOW TO ENTER.

To enter the Sweepstakes, navigate to <https://forms.sonymusicfans.com/campaign/esp-ltd-snakebyte-giveaway-x-metal-injection/> and complete the entry form with required information during the Sweepstakes Period (each an “Entry”).

One (1) Entry per person. All duplicate entries will be disregarded and Entrant may be disqualified. No automated entry devices and/or programs are permitted. The Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsor.

PRIZES.

One (1) Winner will receive one (1) -1 ESP LTD Snakebyte® electric guitar with carrying case

The approximate retail value (“ARV”) of the Prize is One Thousand Four Hundred Ninety-Nine (\$1,499.00) Dollars. The ARV of the Prize represents the Sponsor’s good faith determination. The Sponsor assigns no monetary value to any artist’s autograph. This determination is final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The Prize is non-transferable. There will be no substitutions or cash redemptions; provided that the Sponsor reserves the right to substitute the Prize in whole or in part for a Prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. The Prize may not be sold, bartered or transferred. Federal, state, provincial and local sales or other taxes are the sole responsibility of the Winner.

The Winner must be at least eighteen (18) years old as of first day of the Sweepstakes Period and will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release within three (3) calendar

days of Prize notification. If the Winner rejects his/her Prize or in the event of noncompliance with these Official Rules and requirements, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given.

RANDOM DRAWING/ODDS.

The Winner will be selected in a random drawing from a pool of all eligible Entries collected on or about January 13, 2026. The drawings will take place at an official work location of Sony Music Entertainment. The odds of winning depend on the number of eligible Entries received. The Winner will be notified by email or by direct message to the Platform used to submit their respective Entry and if a Winner cannot be contacted within two (2) calendar days of the first notification attempt, the Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon Prize forfeiture, no compensation will be given. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the Sponsor's decisions, which will be final and binding in all matters relating to the Sweepstakes.

CONDITIONS.

All federal, state, and local taxes are the sole responsibility of the Winner. Participation in this Sweepstakes and acceptance of Prize constitutes the Winner's permission for the Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the Winner regarding the Sweepstakes or the Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and the Winner agree to release and hold harmless the Sponsor, Sweepstakes Entities, and their respective advertising and promotion agencies, parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors ("Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of the Prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Released Parties are not responsible if the Sweepstakes cannot take place or if any Prize cannot be awarded including, but not limited to due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. The Released Parties make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. This Sweepstakes is not sponsored, endorsed or administered by any Platform, nor is any Platform associated with this Sweepstakes in any way.

OWNERSHIP AND LICENSE.

All Sweepstakes related materials, including all content and materials submitted with Entries, become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Entry shall remain the property of the entrant, but entry into this Sweepstakes constitutes entrant's irrevocable and perpetual permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Entry for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereafter invented, throughout the universe, for the duration or the copyright in the Entry. The Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, distribute, display, and modify the Entry.

ADDITIONAL TERMS.

In the case of dispute as to the identity of any entrant, the Entry will be deemed to have been submitted by the Authorized Account Holder of the email account or Platform associated with the winning Entry. "Authorized Account Holder" is defined as the natural person to whom an email account or Platform is assigned. Any potential Winner may be requested to provide the Sponsor with proof that such Winner is the Authorized Account Holder of the account associated with the winning Entry. Any other attempted form of Entry is prohibited; no automatic,

programmed, robotic or similar means of entry are permitted. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. The Sponsor reserves the right to cancel, terminate, modify, extend or suspend this Sweepstakes should it determine (in its sole discretion) that a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, The Sponsor will select the Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. The Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or the Sponsor's representatives. The Sponsor reserves the right not to award any or all part of the Prize, or to cancel, terminate, modify, extend or suspend this Sweepstakes without liability in the event an insufficient number of eligible Entries are received during the Sweepstakes Period, or for any other reason. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

USE OF DATA.

The Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the Sony Music Entertainment privacy policy at www.sonymusic.com/privacypolicy.html. By participating in the Sweepstakes, entrants hereby agree to the Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the Sponsor's privacy policy.

ISSUES OF LAW.

All federal, state, local and municipal laws and regulations are applicable. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY GOVERN THIS SWEEPSTAKES WITHOUT REGARDS TO CONFLICT OF LAW RULES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. EACH ENTRANT EXPRESSLY WAIVES THE RIGHT TO HAVE ANY SUCH ACTION OR PROCEEDING HEARD BEFORE A JURY.

HOW TO GET MORE INFORMATION.

To obtain a list of Winners or a copy of these Official Rules, send a self-addressed, stamped envelope indicating which no later than March 14, 2026, to Sony Music Entertainment, 25 Madison Avenue, New York, New York 10010, Attention: "ESP LTD Snakebyte Giveaway x Metal Injection Giveaway" Sweepstakes Winner's Name or Official Rules Request.

SPONSOR.

The Sponsor is The Orchard, 23 E 4th St Fl 3, New York, NY 10003.