

PRIZE PROVIDER AGREEMENT

This Prize Provider Agreement (the "Agreement") effective as of February 22, 2018 ("Effective Date") is made and entered into by and between Beasley Media Group, LLC ("Sponsor") with its principal offices at 2920 S Durango Dr. Las Vegas NV 89117, and Live Nation Worldwide, Inc. ("Prize Provider"), with its principal offices at 9348 Civic Center Drive,, Beverly Hills, CA 90210.

WHEREAS, (a) Sponsor desires that Prize Provider provide products for use as prizing and (b) Sponsor will conduct a contest ("Promotion"), and plans to offer the prize provided by Prize Provider in connection therewith, as set forth below.

NOW, THEREFORE in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, Prize Provider and Sponsor hereby agree as follows:

1. Administration of Promotion: Sponsor shall administer the Promotion in compliance with all federal, state and local laws and regulations contests, including, without limitation, any privacy laws and regulations. Sponsor may hire a professional fulfillment house to execute the Promotion, but will remain responsible for such compliance. Sponsor will be solely responsible for all aspects of the Promotion including, without limitation, administering and managing the Promotion, drafting any rules and/or terms of the Promotion, conducting all necessary registering and bonding of the Promotion as applicable, selecting and notifying the winners, fulfilling the prizing, and obtaining all necessary releases and tax documentation. Promotion rules and any release will require participants to release the parties all liability in connection with the Promotion.

Sponsor will obtain a signed Prize Provider provided release each winning band member and crew. Further, Sponsor shall include the following release in the Promotion rules: This Contest is in no way sponsored or administered by Live Nation Worldwide, Inc. All inquiries regarding the Contest should be directed to Sponsor.

For clarification. Prize Provider shall not be named as Administrator or Sponsor of the Promotion.

2. Prize Provider: Prize Provider shall provide the following to Sponsor solely to be used as a prize in connection with the Promotion ("Prize"): The opportunity for one Artist ("Band") with up to five (5) Band members to perform as the opener for Bon Jovi's show at T-Mobile Arena in Las Vegas, NV scheduled to take place on March 17, 2018 ("Performance"). Performance not to exceed twenty (20) minutes in duration. Each member of the Band will receive one (1) Artist pass. Equipment, instruments, parking, travel, accommodations, and all other expenses not specifically mentioned herein are not included and are solely the winning Band's responsibility. Minimal backline may be provided at Live Nation or Bon Jovi ("Artist") personnel's discretion. Band members and crew must abide by all venue policies. Live Nation reserves the right to revoke part of or the full prize from any Band member or Band member's crew who Live Nation, Artist management, or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, or have violated any venue policy or law, or may bring venue, Contest Sponsor or Administrator, Live Nation, or Artist into disrepute. If Band is unable or unwilling to perform on the date and time specified, the prize will be forfeited and may be awarded to an alternate winner. If a Band member is a minor in his/her state of residence, Band member must be accompanied at all times by minor's parent or legal guardian and one (1) ticket will be provided per minor band member as applicable. Band members understand that there are inherent risks involved in performing on stage and in front of a crowd, and that these risks may be present before, during and after the performance. Live Nation is not responsible for changes in schedule of any element of the prize, to include but not limited to show cancellation or postponement, or for any expenses incurred as a consequence of changes. An unclaimed and/or unused prize element will remain the property of Live Nation. Approximate Retail Value of each grand prize is: Zero Dollars and No Cents (\$0.00), depending upon number of members in the winning Band.

Any prize given by Prize Provider shall be without any payment or other compensation paid by the winner.

For clarification, Prize Provider shall in no way be responsible for administering the Promotion or for anything related to the Promotion other than providing the Prize to Sponsor.

3. Approval of Promotional Materials: Sponsor may use Live Nation and/or Artist's name ("Intellectual Property") solely in connection with the Promotion for descriptive purposes only and may not use Artist's name, image, likeness or logo in Promotion titles or marketing materials. Prize Provider will have the right of prior review and final approval of the use of its Intellectual Property in all promotional materials created by Sponsor in connection with the Promotion. Sponsor acknowledges the exclusive ownership of Prize Provider Intellectual Property, and acknowledges that its use of Prize Provider's Intellectual Property inures to the benefit of Prize Provider, including any goodwill, and that Sponsor will not acquire any ownership in Prize Provider's Intellectual Property as a result of this Agreement.
4. Indemnification: Prize Provider agrees to indemnify, defend and hold harmless Sponsor and its parent, subsidiary, and affiliated corporations, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, for any and all third party claims, demands, losses or damages, inquiries and/or liabilities of every kind whatsoever, whether now known or unknown, arising out of, resulting from, or in any way connected with (a) the Prize provided by Prize Provider or (b) an allegation that Sponsor's use of Prize Provider's Intellectual Property infringes a third party's intellectual property rights, provided that Prize Provider's Intellectual Property was used in the form in which, and for the purpose for which, was supplied to Sponsor by Prize Provider. Sponsor agrees to indemnify, defend and hold harmless Prize Provider and its parent, subsidiary, and affiliated corporations, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, for any and all third party claims, demands, losses or damages, inquiries and/or liabilities of every kind whatsoever, whether now known or unknown, arising out of, resulting from, or in any way connected with the Promotion, except with respect to the Prize provided by Prize Provider or the authorized use of Prize Provider's Intellectual Property.
5. Representations and Warranties: Each party represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the acts required of it pursuant to this Agreement, and (b) it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.
6. Relationship of Parties: The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.
7. Miscellaneous. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signatures sent by facsimile or email shall be deemed original signatures. This Agreement shall be governed by the laws of the State of California, except for its conflict of law provisions. All disputes regarding this Agreement shall be resolved in the applicable state or federal courts of Los Angeles County,

California. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Live Nation Worldwide, Inc.

Beasley Media Group

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____