

**The Join Us at JBL Fest Instant Win (“Instant Win”) & Sweepstakes (“Sweepstakes”)
“Official Rules”**

- 1. Official Rules.** The Sweepstakes is subject to these Official Rules except as expressly stated otherwise. No purchase necessary. A purchase or payment of any kind will not increase your chances of winning. Void where prohibited. The Sweepstakes is sponsored by Harman International Industries, Incorporated, 400 Atlantic Street, Stamford, CT 06901 (the “Sponsor”) and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”).
- 2. Eligibility.** The Sweepstakes is open to legal residents of the fifty (50) United States (but excluding U.S. military installations in foreign countries and all other U.S. territories and possessions), who are the legal age of majority in their state of residence (and at least **21**) at the start of the Sweepstakes (“Entrant”). By participating in the Sweepstakes, Entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and Administrator.
- 3. Sweepstakes Restrictions.** Employees of Sponsor, its affiliates, Sweepstakes supervisors, Administrator, and members of their immediate families, and each of their respective parent companies, subsidiaries, affiliates, officers, governors, owners, distributors, retailers, advertising/Sweepstakes agencies, Bazaarvoice, and HRHH Hotel/Casino, LLC d/b/a Hard Rock Hotel & Casino, its parent, subsidiaries, and affiliates, and HRHH employees directly involved with the Sweepstakes (collectively “Released Parties”), and members of their immediate families (parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited.
- 4. Social Media.** Entrant may earn Entries, as defined in these Official Rules, through various activities through social media platforms via their Dashboard: Facebook, Snapchat, Instagram, or Twitter. In addition to these Official Rules, Entrant must also abide by the terms of use and privacy policies for Sponsor’s website, referenced below, and Facebook, Snapchat, Instagram, and Twitter. Entrant may not inaccurately tag content (e.g., do not tag yourself in a photo if you are not in it). Sweepstakes are in no way sponsored, endorsed or administered by, or associated with any social media platform and Entrants are providing their information to Sponsor and not to the social media platform.
- 5. Privacy.** The information you provide in your entry will be used for administering this Sweepstakes and for marketing purposes in accordance with CAN-SPAM, and Sponsor’s privacy policy found here: <http://www.jbl.com/privacy-policy.html>.
- 6. Sweepstakes Period:** The Sweepstakes begins at 12:00 P.M. Eastern Time (“ET”) and ends at 11:59:59 P.M. ET according to the dates outlined below (the "Sweepstakes Period").

Sweepstakes Entry Start Date	Sweepstakes Entry End Date
April 6, 2017	May 31, 2017

Entries must be received within the Sweepstakes Period. All times stated in these Official Rules are according to the Sponsor’s internal time clock. Entries will not be accepted if received after the Sweepstakes Entry End Date.

7. **How to Enter the Sweepstakes.** An Entrant **must first register** for the Sweepstakes by visiting <https://www.jblfest.com> (“Website”) and enter his/her valid e-mail address. Entrant must then provide the required registration information, which may include, but is not limited to, his/her first and last name (no initials), street address (no PO Boxes), city, state, ZIP Code, and date of birth. Entrant may opt-in to receive the JBL newsletter, but is not required upon registration. Entrant may also opt-in to receive the JBL newsletter and receive Entries as set forth below.

Upon submission of a valid e-mail address and completing the registration information, an Entrant will receive five (5) entries into the Sweepstakes for the entire Sweepstakes Period. Entrant is prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an Entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that Entrant, in Sponsor’s sole discretion, may not be eligible to win a prize.

Upon completion of the registration information and successful sign-in, Entrant will then see all activities on his/her “Dashboard”. Each calendar day thereafter during the Sweepstakes Period, an Entrant may return to the Website, submit his/her e-mail address provided when registering for the Sweepstakes to access his/her Dashboard and participate in any available “Action.”

Below is a list of all the Actions available during the Sweepstake Period, the maximum times an Entrant can do each Action, the number of Sweepstake Entries per Action, and the Total number of Sweepstakes Entries possible per Action. Each Entrant must first register as set forth above and follow the requirements described below for each Action in order to qualify for an entry (“Entry” or “Entries”). See further restrictions after the list below.

	Action	Limits per Entrant Per Action	Sweepstakes Entries Earned per Action	Total Sweepstakes Entries Possible per Action
1	JBL Purchase – Upload JBL purchase receipt/Free Mail-In Entry	Cap @ 5x per life-of-program	50	250
2	Instant Win	1x per day	1	56

3	Review of JBL products on Bazaarvoice / Free Mail-In Entry	7 per life-of-program. Review must include #JBLFEST #sweepstakes (see below for further restrictions)	20	140
4	Opt-In to Newsletter	1 per life-of-program	10	10
5	Share/Refer-a-Friend on Twitter	Entrant can post as much as he/she wants, but will only receive Entries for the first five (5) friends that participate in the Sweepstakes. Post must include #JBLFEST #sweepstakes (see below for further restrictions)	1	5
6	Share/Refer-a-Friend on Facebook	Entrant can post as much as he/she wants, but will only receive Entries for the first five (5) friends that participate in the Sweepstakes	1	5
7	Follow on Twitter	1 per life-of-program	1	1
8	Follow on Instagram	1 per life-of-program	1	1
9	Follow JBL on Snapchat	1 per life-of-program	1	1
10	Upload a Picture with any JBL product(s) (Please see below for more details on Sponsor's use of photos)	Cap @ 5x life-of-program	10	50
11	Connect to Instagram to upload image of any JBL Product(s)	Entry must include #JBLFEST #Sweepstakes (see below for further restrictions)	10	10
12	Connect to Twitter to upload image of any JBL Product(s)	Entry must include #JBLFEST #Sweepstakes (see below for further restrictions)	10	10
13	Create a Team – Invite your friends to join	A maximum of three (3) email invites and one (1) Facebook invite per life-of-program (Entries awarded only to the first three (3) people who register for Sweepstakes)	5	15
14	Registration for the program on the website (Entrant can opt-in to receive JBL newsletter, but not required)	1 per life-of-program	5	5
15	Total Entries			559

Actions will be made available to each Entrant during the Sweepstakes Period. Each Action, except sharing on Facebook, will have its own Sweepstakes Entry or Entries, as set forth in the table and as described below. An Entrant can participate in some activities each calendar day or can only participate in an Action once during the entire Sweepstakes Period, as noted below, depending on the Action. A “calendar day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on

April 6th, 2017, 12:00 PM when a calendar day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. Available activities will be shown on an Entrant's Dashboard. Most activities require an internet connection. Online data charges may apply. Check with your carrier.

A. Receipt Upload/Mail-In Non-Purchase Method: An Entrant may follow the instructions on his/her Dashboard to upload an image of his/her original register receipt showing the purchase of any JBL product purchased, from any retailer, or on www.jbl.com during the Sweepstakes Period. Any product offered on www.jbl.com during the Sweepstakes Period is eligible for purchase as Entry in this Sweepstakes for this Action. The Entrant must circle the JBL purchase on the receipt and sign and date the receipt prior to uploading to the Website. Register receipt images must be in one (1) of the following file formats: .JPG, .JPEG, .PNG, .GIF, and may not exceed five (5) MB. Sponsor may request the Entrant to send in his/her original register receipt and JBL proof of purchase. All receipts are subject to review and verification by Sponsor or Administrator in their sole discretion.

Non-Purchase Method: Alternatively, to obtain Sweepstakes Entries, an Entrant may hand-write his/her complete name (no initials), the same information used to register for the Sweepstakes, including the same valid e-mail address street address (P.O. Boxes not accepted), city, state, ZIP code, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it (either in an envelope or as a postcard) with sufficient postage for the type of mailing to: The Join Us at JBL Fest Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than **May 31, 2017**, and received on or before **June 10, 2017**, in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, multiple Mail-In Entries sent in excess of the entry limits set forth herein will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

An Entrant may upload up to five (5) receipts or send five (5) Mail-In Entries in lieu of a purchase for the life of the program. Each receipt or Mail-In Entry will earn an Entrant fifty (50) Sweepstakes Entries for either Action, for a maximum total of two-hundred fifty (250) for the entire Sweepstakes Period.

B. Complete an Instant Win Game Play for a Chance to Win: An Entrant must follow the on-screen instructions to receive one (1) Instant Win Game play ("Game Play"). After the Game Play, the Entrant will receive notification on the Website screen as to whether or not he/she is a potential "Game Winner" ("Instant Win Notification"). Each Entrant who receives an Instant Win Notification will be deemed a potential Game Winner, pending confirmation and verification of the Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An Entrant is not a winner of any prize, even if the Website should so indicate unless and until Entrant's eligibility and the potential winning Game Play have been verified as determined by Sponsor in its sole

discretion. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Limit one (1) Game Play per calendar day during the Sweepstakes Period. Each Game Play will earn one (1) Sweepstakes Entry for this Action, for a maximum total of fifty-six (56) Entries for the entire Sweepstakes Period.

C. Post a Review Using the JBL.com Review Tool Powered by Bazaarvoice Review:

During the Sweepstakes Period, an Entrant may follow the links on his/her Dashboard to post a review of the Entrant's experience using any JBL product using the JBL.com review tool powered by Bazaarvoice. Any review posted must be honest and in compliance with Federal Trade Commission dot-com disclosure guidelines (see <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf> as well as the JBL Brand Reviews Terms of Use available <https://www.jbl.com/terms.html>). Any review posted to receive an entry into the Sweepstakes must either disclose in the review that it is written in exchange for a sweepstakes entry, or must include the hashtag #sweepstakes in the review. The information provided in the review will be subject to Sponsor's privacy policy, listed in section 5. Posting a review is available up to seven (7) times during the entire Sweepstakes Period, and will earn an Entrant twenty (20) Sweepstakes Entries for each Action, for a maximum total of one-hundred forty (140) Entries for the entire Sweepstakes Period. A review must be posted through the Entrant's Dashboard and not directly on JBL.com to receive Sweepstakes Entries.

Non-Purchase Method: Alternatively, to obtain Sweepstakes Entries, an Entrant may hand-write his/her complete name (no initials), the same information used to register for the Sweepstakes, including the same valid e-mail address street address (P.O. Boxes not accepted), city, state, ZIP code, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it (either in an envelope or as a postcard) with sufficient postage for the type of mailing to: The Join Us at JBL Fest Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than **May 31, 2017**, and received on or before **June 10, 2017**, in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, multiple Mail-In Entries sent in excess of the entry limits set forth herein will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

An Entrant may post up to seven (7) reviews or send seven (7) Mail-In Entries in lieu of a review for the life of the program. Each receipt or Mail-In Entry will earn an Entrant twenty (20) Sweepstakes Entries for either Action, for a maximum total of one-hundred forty (140) Entries for the entire Sweepstakes Period.

- D. Opt-In to Receive the JBL Newsletter:** An Entrant may follow the link on his/her Dashboard to opt-in to receive the JBL Newsletter via e-mail. An Entrant may “unsubscribe” from receiving the JBL Newsletter at any time by following the “unsubscribe” link at the bottom of any newsletter e-mail. The opt-in is available once during the entire Sweepstakes Period, and will earn an Entrant ten (10) Sweepstakes Entries for this Action.
- E. Share on Twitter:** An Entrant may follow the link on his/her Dashboard to share the Sweepstakes on Twitter. Entrant may sign up for a Twitter account which is free at www.twitter.com. By signing up for an account, Entrant must abide by Twitter’s terms and conditions. Upon clicking the button to share the Sweepstakes, an Invitation Post will be posted to Entrant’s Twitter Feed. To obtain Sweepstakes Entries, an Entrant’s Twitter follower must click on the unique link in the Invitation Post and complete and submit the registration information requested and enter the Sweepstakes. Upon the follower’s successful entry into the Sweepstakes, the original Entrant will receive one (1) Sweepstakes Entry for each follower who enters the Sweepstakes by following the unique link in his/her Invitation Post, up to a maximum of five (5) followers for the entire Sweepstakes Period, for a maximum total of five (5) Sweepstakes Entries for the entire Sweepstakes Period.
- F. Share on Facebook:** An Entrant may follow the link on his/her Dashboard to share the Sweepstakes on Facebook. Entrant may sign up for a Facebook account which is free at www.facebook.com. By signing up for an account, Entrant must abide by Facebook’s terms and conditions. Upon clicking the button to share the Sweepstakes, a message with a unique link will be posted to Entrant’s Facebook Wall (“Invitation Post”). To obtain Sweepstakes Entries, an Entrant’s Facebook “Friend” must click on the unique link in the Invitation Post and complete and submit the registration information requested and enter the Sweepstakes. Upon the Friend’s successful entry into the Sweepstakes, the original Entrant will receive one (1) Sweepstakes Entry for each Friend who enters the Sweepstakes by following the unique link in his/her Invitation Post, up to a maximum of five (5) Friends for the entire Sweepstakes Period, for a maximum total five Sweepstakes Entries for the entire Sweepstakes Period.
- G. Follow on Twitter/Instagram/Snapchat:** An Entrant may sign up for Twitter or Instagram for free as described above, and for Snapchat by downloading the app in a mobile app store and following the instructions. By signing up for Twitter, Instagram, or Snapchat, Entrant must abide by their terms and conditions. An Entrant may follow the links on his/her Dashboard to follow @JBLaudio on Twitter, Instagram, or Snapchat. Following @JBLaudio is available once during the entire Sweepstakes Period, and will earn an Entrant one (1) Sweepstakes Entry per platform – Twitter, Instagram, or Snapchat for this Action. Entrant may unfollow @JBLaudio any time after the Sweepstakes Winner Notification Date in section 11.
- H. Upload a Photo with Any JBL Product:** An Entrant may follow the link on his/her Dashboard to upload a photo wearing or using any JBL Product. Approved photos will be posted on the site gallery on the Website and labeled as Sweepstakes Entries. Entrant does not need to be in the photo. Photo must not contain third party logos, must not infringe on

any third party rights, and must comply with any other requirements set forth in these Official Rules. The photo must be in jpeg, png, jpg, or gif format and not exceed five (5) MB, and may be taken at an authorized JBL dealer or from the JBL website for the limited purpose of uploading the photo for the Sweepstakes. By submitting a photo, Entrant agrees that Sponsor may use the photo as set forth in section 13. Entrant may submit up to a maximum of five (5) photos during the Sweepstakes Period, for ten (10) Entries per photo submission, for a maximum total of fifty (50) Sweepstakes Entries for this Action for the entire Sweepstakes Period. Sponsor or Administrator reserves the right to reject any photo that violates these Official Rules or that does not meet the requirements.

- I. **Connect to Instagram/Twitter:** An Entrant may follow the links on his/her Dashboard to share a photo of any JBL product through Instagram or Twitter. Photos of JBL products may be taken at an authorized JBL dealer or from the JBL website for the limited purpose of uploading the photo for the Sweepstakes. Each Entry must contain #JBLFest #Sweepstakes. Entrant does not need to be in the photo. Photo must not contain third party logos, must not infringe on any third party rights, and must comply with any other requirements set forth in these Official Rules. The photo must be in jpeg, png, jpg, or gif format and not exceed five (5) MB. By submitting a photo, Entrant agrees that Sponsor may use the photo as set forth in section 13. Entrant may submit as many photos with the required hashtags as he/she likes, but a Sweepstake Entry will be awarded only to the photo(s) approved by Sponsor, and will receive a maximum total of ten (10) Entries for this Action for the entire Sweepstakes Period.
- J. **Create a Team:** An Entrant may follow the links on his/her Dashboard to create a team. Upon clicking the link, Entrant must follow any instructions given and provide the email of the person invited to join. Entrant represents that the emails provided are valid email addresses belonging to different natural person(s) and are provided with the consent of the email holder. Sponsor will send an email to those invited. A maximum of three (3) email invites and one (1) Facebook invite can be sent. If the person registers for the Sweepstakes, Entrant will earn five (5) Entries per person/registration, but only for the first three (3) who register, for a maximum total of fifteen (15) Sweepstakes Entries for the entire Sweepstakes Period for this Action.

Sponsor and/or Administrator reserve the right to disqualify any Entry that it believes, in its sole discretion, does not meet terms and conditions of these Official Rules.

8. Sweepstakes Entry Restrictions.

- 81 **Multiple Entries.** Limit of one (1) original Entry per day per natural person for the Instant Win Game Play. Unless otherwise stated above in each section for the different methods of Entry, multiple Entries will not be considered. Posting the same Entry repeatedly on Instagram, Twitter, or Snapchat will not increase your chances at winning and may result in suspension of your account. For purposes of the Sweepstakes, an Entrant's street address and e-mail address will be the physical address and e-mail address submitted at the time of Sweepstakes registration. Entrants will not be allowed to change their physical address or e-mail address. In the event that a household enters

the Sweepstakes using more than five (5) unique e-mail addresses, all of the Game Plays and Sweepstakes Entries associated with that household (determined by Sponsor and/or Administrator in their sole discretion) may be disqualified.

82 Multiple Accounts. Persons discovered entering under multiple email, Facebook, Instagram, Twitter, or Snapchat accounts will be disqualified. Sponsor and/or Administrator reserve the right to disqualify false Entries or Entries suspected of being false. In the event of a dispute as to the identity of a Winner (defined in Section 9 below), Sponsor and/or Administrator, in its sole discretion, will determine the Winner to be the person who owns the winning email, Instagram, Twitter, Snapchat, or Facebook account.

9. Prizes.

91 Prize ARV. In total, there will be fifty-six (56) Instant Win Game Prize Winners and five (5) Grand Prize Winners (each a “Winner” or collectively the “Winners”) as set forth below. The approximate retail value (“ARV”) for all prizes offered during the Sweepstakes Period is \$35,217.20.

A. Instant Win Game Prizes (56): The following prizes will be made available during the Sweepstakes Period (each, a “Game Prize”):

Prize Description	ARV	Quantity	Total ARV
JBL Clip 2	\$59.95	22	\$1,318.90
JBL Flip 4	\$99.95	19	\$1899.05
JBL Charge 3	\$149.95	5	\$749.75
JBL Pulse 3	\$199.95	5	\$999.75
JBL E55BT	\$149.95	5	\$749.75

B. Grand Prize. The following Grand Prize will be awarded to five (5) potential winners selected at random from among all eligible Entrants who participate in the Sweepstakes. The total ARV for each Grand Prize is \$5,900 per potential winner; actual value may vary depending on Winner’s city of departure and any difference in value will not be awarded. Winners can bring up to three (3) guests, each guest must be age twenty-one (21) or over. Each Winner will receive a trip for four (4) for Winner and Winner’s three (3) guests to Las Vegas, Nevada, for JBL FEST, July 27, 2017 – July 29, 2017, consisting of the following:

- Four (4) tickets to JBL Fest in Las Vegas, Nevada
- Four (4) round trip coach-class airfares to/from the destination airport closest to Winner's residence in the U.S. and a destination airport in Las Vegas, Nevada, determined by Sponsor at its sole discretion
- Three (3) nights' hotel accommodations (two (2) standard or double occupancy accommodations, depending on availability) at Hard Rock Hotel, Las Vegas, Nevada
- Ground transportation to and from hotel/Las Vegas airport
- Food and beverage provided for certain events; certain days/times
- A number of various gifts

92 Prize Restrictions. No substitution, transfer, or cash redemption of any prizes permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Winners cannot assign or transfer their prize to another person or business.

If a Winner resides within 150 miles of the hotel, Sponsor will reimburse the Winner to cover mileage, tolls, and hotel parking in lieu of air transportation up to a total of \$350; any difference in prize value will not be awarded. Reimbursement may be in the form of gift cards, check card, or cash; final form of payment at Sponsor's sole discretion.

All expenses and travel costs not expressly stated above are the responsibility of each individual Winner and guest. Delivery of prize and travel arrangements will be made after Sponsor verifies that Winner has met all eligibility requirements. Winners and guests are responsible for obtaining any insurance, if required or desired, and all necessary documentation for travel.

All Winners and guests must be at least 21 years of age and travel on the same itinerary as Winner; must abide by the terms, conditions, policies of the Hard Rock Hotel Las Vegas, selected airline, and any other third-party service provided as part of the Prize. Sponsor, Administrator, airline, Hard Rock Hotel, Released Parties, and any of the third-party vendors who provide the services as part of the Prize reserve the right to remove or to deny entry to any event or form of transportation to the Sweepstakes. Winner and/or his/her guest(s) who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the hotel, flight, or transportation or any event that Sponsor provides Winner/guest access to.

93 Liabilities. Winners are solely responsible for any and all federal, state, and local taxes on prizes. All activities related to the prize are at the Winners' own risk and subject to whatever restrictions are imposed by the entities that govern such activities. Winners may be issued an IRS Form 1099 for the ARV of any awarded prize.

94 Unclaimed Prizes. If the prize notification or any prize is returned as undeliverable, or if a Winner may not accept or receive a prize for any reason, the prize will be forfeited.

Sponsor may not make multiple attempts to contact potential winners. Unclaimed prizes will not be awarded at Sponsor's discretion.

10. Odds. The odds of winning depend upon the number of eligible entries received.

11. Notification of Winners.

11.1 Notification. Each potential Game Winner will receive an Instant Win Notification after the completion of a winning Game Play. All other potential winners of any other prize and the Grand Prize will be notified on or before **June 10, 2017**. The potential winners will be notified through the email account provided to enter the Sweepstakes. Potential winners will be required to respond as directed within five (5) days of attempted notification. Potential winners may also be sent a liability release form and winner's affidavit or declaration of eligibility ("Release"). Winners may be required to provide their **social security number** complete and return the Release within 5 days from the date of notification before Sponsor awards any prize.

11.2 Alternate Winners. An alternate Winner may be selected from among the remaining eligible Entries in accordance with these Official Rules if a potential winner:

11.21 fails to respond to notification of winning as required by these Official Rules;

11.22 fails to sign and return the Release as required by these Official Rules; or

11.23 cannot accept or receive the prize for any reason.

11.3 Prize Delivery. Winners will receive prizes by mail within approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release from the Winners, depending upon availability and nature of prize.

12. Publicity. By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and irrevocably grant the Sponsor and their respective successors, assigns and licensees the right to use such Entrant's name, voice, photograph, video or film clips, biographical information and/or other visual likeness in any and all media or formats known or later developed without any further compensation, permission or notification for any purpose, including without limitation, commercial, advertising and promotional purposes in connection with Sponsor's website and Sponsor's social media accounts.

13. Intellectual Property

13.1 License to Submissions. By submitting a photo, video recording, audio recording, or text as Entry into the Sweepstakes, Entrant warrants and represents that he/she personally took the photo, recorded the video or audio, or composed the written text and has any and all rights to such photo, video or audio recording, or text, or has taken the photo from Sponsor's authorized locations as identified in these rules for the limited purpose of entering the Sweepstakes. By submitting an Entry, Entrant grants Sponsor

an irrevocable, royalty-free, perpetual, transferable, non-exclusive, worldwide right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote any Entry, as such may be edited and modified, except product reviews, by the Sponsor in its sole discretion, for editorial, commercial, promotional and all other purposes, including posting on any websites and social media platforms.

14. Sweepstakes Interference.

14.1 Impairment. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond Sponsor's control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found 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 disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person.

14.2 Sponsor's Remedies. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entrant may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified Entries. Any attempt to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent of the law, including criminal prosecution.

15. Limitations of Liability.

15.1 Entrant's Sole Remedy. If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another Entry in the same Sweepstakes during the Sweepstakes Period.

15.2 Indemnification. Entrant and Sweepstakes Winners also agree to release, discharge, indemnify and hold harmless Sponsor and the Released Parties from and against any claims, actions, liability, loss, injury or damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person, including, without limitation death to Entrant, Sweepstakes Winner, or any third party, or damages or losses to property of any kind resulting in whole or in part, directly or indirectly, by any reason, from:

15.2.1 use, redemption, acceptance, possession, ownership, or misuse of any prize;

15.2.2 participation in any activity, event, or excursion offered in connection with the prize;

15.2.3 use of any facility, service and/or accommodation related to the prize; or

15.2.4 participation in any Sweepstakes-related activity or participation in this Sweepstakes.

15.3 No Liability. The Released Parties will not be liable for:

15.3.1 late, lost, delayed, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible Entries, communications or declarations, regardless of the method of transmission;

15.3.2 telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors;

15.3.3 data corruption, theft, destruction, unauthorized access to or alteration of Entries or other materials;

15.3.4 any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or

15.3.5 any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes.

15.4 Technical Malfunctions. Without limiting the generality of the foregoing, Released Parties are not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in internet services, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.

15.5 Force Majeure. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor will have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor may, if possible, select the Winners from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

16. Severability. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not included.

- 17. Governing Law and Venue.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of New York, and each entrant irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Sponsor in any way arising from or relating to this Sweepstakes or these Official Rules in any forum other than the appropriate district or State courts of the State of New York sitting in the Borough of Manhattan.
- 18. Disputes.** Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor will be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules will not constitute a waiver of that provision. As a condition of participating in this Sweepstakes, Entrant waives any right to participate in a class action or have a trial by jury for any litigation directly or indirectly arising out of, under or in connection with this Sweepstakes.
- 19. Sweepstakes Results:** For a list of Winners and/or a copy of these Official Rules you can visit jblfest.com/rules OR send a hand-printed, self-addressed, stamped envelope stating the specific name of this Sweepstakes to JBL® Fest Instant Win Game and Sweepstakes - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by August 31, 2017, of the Sweepstakes Entry End Date.

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