

## **The JBL Branded Mask/Bag Promotion (“Promotion”) Official Rules**

The Promotion is subject to these Official Rules and is sponsored by Harman International Industries, Incorporated (the “Sponsor”). Void where prohibited. The Promotion begins on 10/15/2020 and ends on 11/26/2020. Open to anyone who makes an in-store purchase during business hours as written below and who is the legal age of majority in their state of residence (and at least 18) (the “Participant”). Participant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor. Participant must also abide by the terms of use and privacy policies for Sponsor’s website and any information Participants provide will be used in accordance with Sponsor’s privacy policy found at: <http://www.jbl.com/privacy-policy.html>.

**HOW TO ENTER:** Participants must make an in-store purchase of any product during business hours at the JBL Store located at: 19 E Houston Street, New York, NY 10012. If Participant spends \$50 or more on any JBL product, Participant shall receive a free JBL branded mask or bag (each valued at ARV \$15). While supplies last. Participants are solely responsible for all taxes related to their purchases and items received. Participant will receive the JBL branded mask or bag in-store at the time of purchase.

By participating in this Promotion, Participants agree to irrevocably grant the Sponsor and their respective successors, assigns and licensees the right to use such Participants’ 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, commercial, advertising and promotional purposes in connection with Sponsor’s websites and social media accounts. Participants agree to release, discharge, indemnify and hold harmless Sponsor and Sponsor’s parents, affiliates, and subsidiaries, and all of their respective officers, directors, employees, shareholders, members, representatives, agents, successors and assigns (collectively, the “Released Parties”) from and against any and all claims, actions, liabilities, losses, injuries, damages, attorneys' fees, costs of litigation and settlement, as well as any liabilities due to any injuries, damages or losses to any person or property resulting from: (1) use, redemption, acceptance, possession, ownership, or misuse of any item provided under this Promotion; (2) this Promotion or any participation in this Promotion. Released Parties, Facebook and Instagram will not be liable for any injuries, losses or damages of any kind caused: (1) by items provided under this Promotion or resulting from acceptance, possession or use of such items, or (2) from this Promotion or participation in this Promotion. Disputes regarding these Official Rules and/or this Promotion will be governed by the internal laws of the State of New York. Each Participant irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind in any forum except the federal or state courts in Manhattan, New York. Decisions of Sponsor are binding and final. No claimant will be entitled to claim or obtain indirect, punitive, exemplary, incidental or consequential damages. Participant 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 Promotion. Facebook and Instagram are in no way sponsoring, endorsing, administering, or associated with this Promotion.

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