

## TOUCHMIX SELFIE SWEEPSTAKES OFFICIAL RULES

## Important: Please read these rules before entering this Sweepstakes (the "Sweepstakes"). By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

1. Eligibility. PURCHASE WILL NOT INCREASE ODDS OF WINNING. SWEEPSTAKES VOID WHERE PROHIBITED. THE SWEEPSTAKES IS OPEN ONLY TO RESIDENTS OF THE ANY OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO) and CANADA (EXCLUDING QUEBEC) OVER THE AGE OF 18 (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND QSC, LLC ("SPONSOR") RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below. Directors, officers and employees of Sponsor and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply.

2. Disclaimer. Sponsor, all participating sponsors, Facebook, Inc., Twitter, Inc., and Instagram, Inc., and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

**3.** Sweepstakes Period. The Sweepstakes starts at 12:01am (all times Pacific Time) on May 20, 2016 and ends at 11:59pm on July 4, 2016 (the "*Sweepstakes Period*"). All entries must be received during the Sweepstakes Period to be eligible to win a prize. Sponsor's computer is the official time-keeping device for the Sweepstakes. Entries will not be returned.

**4. How to Enter.** You may enter the Sweepstakes during the Sweepstakes Period in the following way:

Post your TouchMix selfie toYour social media timelines (Facebook, Twitter, Instagram) using the hashtag #TouchMixSelfieSweepstakes. You can enter one selfie at each site (for a total of three entries). The winner will be chosen at random from among all customer entries and win \$1,000 in QSC gear credit to be used at the winner's favorite QSC authorized retailer.

One post per person may be posted on each social media platform (Limit 3 total entries maximum). Participating dealers will be posted on the QSC webpage at <u>http://www.qsc.com/touchmixselfie</u>. If entering via Instagram, make sure your Instagram account is set to public.

**Prizes.** First-place winner will each receive \$1,000 of store credit of QSC product from participating Sweepstakes dealer chosen by winner.

By submitting an entry as instructed through any of the above methods ("*Submission*"), you agree that your Submission conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Submission or disqualify you from the Sweepstakes if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of all steps listed above and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Sweepstakes.

## Submission Guidelines and Restrictions

- a. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and be owned by you, or alternatively, you must have the full rights to grant the license and rights you grant to Sponsor in Section 10 below.
- c. Your Submission must not (as determined in Sponsor's discretion): (i) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third party trademarks or logos.
- d. By providing a Submission, you warrant and represent that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice of any individual, you are the individual pictured and heard in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and can make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies with the Instagram, Twitter, and Facebook terms of use; and (iv) the Submission complies with all requirements of these Official Rules.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Each wireless carrier's rate plan may vary, and you should contact your wireless carrier for information on data plans and charges relating to your participation in this Sweepstakes.

**5. Odds; Taxes; Etc.** Odds of winning a prize depend on number of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. Prizes returned as undeliverable or otherwise not claimed within thirty (30) days after delivery of notification will be forfeited and awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Limit one (1) prize per household or address. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

6. Identity of Entrant. In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

7. Sweepstakes Rules. Prizewinners will be determined by a random drawing from all eligible entries to be held at Sponsor's headquarters located at 1675 MacArthur Blvd., Costa Mesa, CA 92626 on or around July 7, 2016. Potential winner will be notified by posting a "reply" to the winning post by July 8, 2016. To claim a prize, potential winner should follow the instructions contained in their notification. Canadian participants must also correctly answer a timed mathematical skill testing question before being declared a prizewinner.

8. General Release. By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or

damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Note that by entering contest you grant sponsor unlimited use of the photo submitted for marketing and advertising purposes.

Limitation of Liability. THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY 9. LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY SOFTWARE, FIRMWARE OR EQUIPMENT PROVIDED FOR OR USED IN CONNECTION WITH THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY SOFTWARE, FIRMWARE OR EOUIPMENT PROVIDED FOR OR USED IN CONNECTION WITH THE SWEEPSTAKES OR ANY PRIZE EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (US\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ANY OF THE RELEASED PARTIES' NEGLIGENCE OR FOR FRAUD.

10. License to Submission. By entering the Sweepstakes and providing your Submission in connection with the Sweepstakes, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including without limitation your name and likeness as shown and conveyed in the Submission), in connection with the Sweepstakes and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You will take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

11. Use of Winner's Name, Likeness, etc. Except where prohibited by law, entry into the Sweepstakes constitutes permission to use winners' name, hometown, aural or visual likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners may be required to execute a consent to the use of their name, hometown, aural or visual likeness and/or prize information, without limitation, for promotional purposes without prize information, without limitation, for promotional purposes without further permission or compensation.

**12. Privacy.** By entering the Sweepstakes, you consent to being placed on a mailing list for promotional and other purposes. Please refer to Sponsor's Privacy Policy at <u>http://qsc.com/privacy-policy</u> for information about how Sponsor collects, uses and discloses your information.

13. Affidavit and Release. As a condition of being awarded any prize, winner may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion.

14. Winners List; Rules Request. For a copy of the winner list, send a stamped, self-addressed, business-size envelope after August 1, 2016 and before August 31, 2016 to Sponsor at the address listed below, Attn: TouchMix Selfie Sweepstakes Winner List. To obtain a copy of these Official Rules, send a stamped, self-addressed

business-size envelope to Sponsor at the address listed below, Attn: TouchMix Selfie Sweepstakes Rules Request. Residents of VT may omit return postage.

**15. Intellectual Property Notice.** QSC and QSC TOUCHMIX are trademarks of QSC, LLC. The Sweepstakes and all accompanying materials are copyright © 2016 by QSC, LLC. All rights reserved.

16. Miscellaneous. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Sweepstakes and these Official Rules, including any disputes hereunder, will be governed, construed, and interpreted by the laws of the State of California, U.S.A., without regard to any conflicts of laws principles. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Sweepstakes, please e-mail them to marketing@gsc.com or send written questions to the address listed below, Attn: TouchMix Selfie Sweepstakes Questions. SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC., TWITTER, INC. OR FACEBOOK, INC.

17. Sponsor: QSC, LLC, 1675 MacArthur Blvd., Costa Mesa, CA 92626.