

Official Rules for the Mackie Limited Edition Survey Giveaway 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Odds of winning will depend on the total number of entries received. Void where prohibited by law.

1. **ELIGIBILITY:** The Mackie ("Sponsor") Mackie Limited Edition Survey Giveaway 2020("Giveaway") is open only to persons who have reached the age of eighteen (18) years old in their state or country of residence as of the date of entry. The Giveaway is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited, taxed, or restricted by law. Entrants under eighteen (18) years old must obtain parental consent before entering the Giveaway. Such consent may be given via e-mail or regular mail to the Sponsor at requirement. Sponsor Employees or any of its subsidiaries, affiliates, or agencies, or members of their immediate families, or persons living in same household of each, are not eligible to enter or win. Winners of previous Mackie Giveaway/promotions are ineligible to win for a period of [1] year (to the day) from "BEGINNING DATE" of winning the Giveaway to the "BEGINNING DATE" of new Giveaway/promotion, and entries will be discarded.

2. **HOW TO ENTER:** Giveaway begins 05/29/2020 at 10:00 a.m. PST US Time and ends 06/03/2020 at 11:59p.m. PST US time (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway using any of the following methods: Complete the survey questions in the Mackie Limited Edition Survey form during the Giveaway period. [1] Winner will be selected at random on or about 06/05/2020 and will win one [1] Mackie MC-450 Headphones. To Enter: To enter the Giveaway complete the survey via the designated link provided by Mackie. Entrants must answer and submit all of the applicable questions in the survey form. Limit one (1) entry per person regardless of method of entry. With regard to online entries, in the event of a dispute about the identity of an entrant, each entry will be declared made by the registered account holder of the e-mail account used to submit at the time of entry, as long as that person meets all other eligibility requirements in these "Official Rules". The registered account holder is deemed to be the natural person who is assigned the e-mail account used to submit, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail accounts associated with the submitted entry. With respect to any winning entry, the winner may be required to provide Sponsor with proof that the person is the registered account holder of the e-mail account associated with the winning entry. No third-party entry or entry through a Giveaway service is permitted. Only eligible entries actually received in compliance with the Giveaway Period, will be included in the drawing for prizes. For purposes of these Official Rules, "receipt" of an online entry occurs

when Sponsor's servers record the entry information upon entrant's clicking on the "Submit" button or when the Sponsor receives the entrant's entry. No automatic, programmed, robotic or similar means of entry are permitted, and Sponsor reserves the right to disqualify any individual using such a method. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for postage-due or lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Failure to comply with these Official Rules may result in disqualification from the Giveaway. The e-mail platform database clock will be the official timekeeper for this Giveaway. All entries become the property of Sponsor and will not be acknowledged or returned.

3. PRIZE: One [1] winner will be chosen on or around 06/05/2020 and will receive one [1] Mackie MC-450 Headphones Total ARV (Approximate Retail Value) \$299.99. Any difference between the ARV and actual retail value of a prize will not be awarded to winners. The odds of winning depend on the total number of eligible entries received. The prize must be accepted as awarded and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including, without limitation, to the prize's quality, merchantability or fitness for a particular purpose or express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. The prize is not transferable or redeemable for cash or exchanged for any other goods. The stated ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. The winner will be solely responsible for all country, federal, state and/or local taxes, and for any other fees or costs associated with the prize they. Unclaimed prizes will be forfeited. All prizes must be claimed as 'income', following the current tax laws of your State, Country etc. Prizes will be shipped by August 1, 2020. Customs holds are not accounted for and may add to the delivery time in a few cases. Prizes may only be shipped to entrants who reside in the United States or Canada.

4. SELECTION OF WINNER: The Winner will be selected at random on or around 06/05/2020. The Winner will be notified via the e-mail. Eligible entries are those in which have legally submitted an entry and have read the Official Rules. Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Giveaway, or obtained winner status using fraudulent means.

5. WINNER NOTIFICATION: The potential winner will be notified via e-mail. Notification" is deemed to have occurred immediately upon sending the notification e-mail. In order for a potential winner to claim their prize, the potential winner must respond within THREE (3) business days of Notification and may be required to provide proof of eligibility and any other additional documents required by Sponsor (the "Required Documents") within fifteen (15) days of date of Notification. Failure to comply within this time period, or if prize notification or prize

is returned as non-deliverable or not returned properly executed, or if winner is found to be ineligible, or not in compliance with these Official Rules, will result in the potential winner forfeiting the prize and being disqualified and an alternate potential winner being selected from among remaining eligible entries.

6. GENERAL: All international, federal, state, provincial and local laws and regulations apply. Void where prohibited by law. By entering the Giveaway, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Entrants, who do not comply with these Official Rules, or attempt to interfere with the Giveaway in any way, shall be disqualified. Entrants and prize winners agree to release, defend, indemnify and hold harmless LOUD Audio, LLC. (Mackie) and their respective officers, employees, directors, parent and related companies, affiliates, subsidiaries, participating theatres, agencies and any other companies participating in the design, administration or fulfillment of the Giveaway (collectively, "Released Parties") from liability of any kind or nature for any injuries, damages or losses of any kind or any other costs or expenses resulting from participation in this Giveaway, or acceptance, possession or use, misuse or awarding of a prize or parts thereof, including, without limitation, any injury, damage death, loss or accident to person or property. By entering the Giveaway all entrants agree that the Sponsor may send promotional material via email, general mail, or other electronic means. Entrant may opt out or request no promotional material be sent to them. Acceptance of a prize constitutes permission (except where prohibited by law or regulation) of Sponsor to use winner's name, likeness, biographical data and statements for advertising and publicity purposes without notice or additional compensation. The Released Parties are not responsible for any printing, typographical, mechanical, human or other errors in these Official Rules, in the administration of the Giveaway, in the announcement of the prize winners, and/or in any advertising or other associated promotional materials in connection with the Giveaway. Further, the Released Parties are not responsible for technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, dropped dial-up internet connections, interrupted broadband, cable, or wireless internet connections, cell phone dropped calls, unauthorized human intervention, traffic congestions, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an entrant's ability to enter the Giveaway, including any injury or damage to participant's or any other person's phone or other electronic computing or telephone equipment, or other matter relating to or resulting from participation in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should any virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway and no compensation will be payable. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

7. GOVERNING LAW / DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants', Sponsor or the Released Parties in connection with the Giveaway will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state or governing body's laws. The parties hereby consent to exclusive jurisdiction