## JVCKENWOOD USA Corporation Promotion Cover Sheet Please see Official Rules Below

Name of Promotion:	Mother's Day Instagram Promotion
Promotion Website[s]:	NA
Promotion Start Date and Time:	May 7, 2019 – 12:00 PM EDT
Promotion End Date and Time:	May 12, 2019 – 11:59 PM EDT
Additional Sponsors, if any:	NA
Eligibility Restrictions:	US residents only; 18 years of age or older
Promotional Consideration, if any, by:	NA
Twitter Retweet Instructions, If any:	NA
Number of Prizes:	2
Description of Prize(s):	JVC HA-S35BT(W)
Average retail value of each prize:	\$49.95
Total retail value of all prizes:	\$99.90
Additional Prize Conditions, If Any:	NA
Drawing Date:	Winner Announced: May 13, 2019

JVCKENWOOD USA Corporation
General Promotion Rules. Please see Cover Sheet for Specifics.
NO PURCHASE NECESSARY.

- 1. **General Rules:** Unless otherwise specified in the promotion details, the following rules apply generally to all JVCKENWOOD USA Corporation promotions ("Sponsor") that are conducted and have an aggregate prize value of under \$5000.00. Because Sponsor runs a wide variety of contests, sweepstakes, and giveaways, ("Promotions"), at times some rules may not be applicable and/or additional rules may apply, for which you will be provided a link. In such cases, where such changes are not noted in these rules, changes and modifications to that specific promotion ("Specific Promotion") will be digitally posted on the landing site for the promotion ("Promotion Site") or in separate written rules attached to these rules ("Cover Sheet"), or separate written rules will be attached altogether.
- 2. **Promotion Dates:** All Specific Promotions shall list a beginning and end date in the Promotion Site or the Specific Promotion Cover Sheet attached to these rules. All entries must be received by the end date and time to be eligible to win. The end time, unless otherwise noted, will always be 11:59 PM, Eastern Time (regardless of Daylight Savings Time), according to Sponsor's internal time clock. In the event Specific Promotion is a mail-in Promotion, all entries must be postmarked by the end date listed in the Cover Sheet and received at the correct address no later than 5 pm 7 days after end date.
- 3. **Sponsor:** All Promotions are sponsored by JVCKENWOOD USA Corporation, 2201 East Dominguez St., Long Beach, CA 90810. Additional sponsors, if any, will be noted in the Cover Sheet for any Specific Promotion and will collectively be referred to as "Sponsor".
- 4. **Odds.** The odds of winning depend upon the number of entries received.
- 5. Eligibility: Unless otherwise noted in the Cover Sheet, Promotions are open to persons over the age of 18 (or over the applicable age of majority in the state where promotions participant resides). Employees of Sponsor its advertising and promotion agencies, and any other entities participating in the design, promotion, marketing, administration or fulfillment of any Sponsor, as well as each parent corporation, subsidiary and affiliated company and their immediate families (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and members of their households (whether or not related), are ineligible to participate in any of the Promotions. For text-only promotion, persons must have a mobile phone prior to the start date of the Specific Promotion. Although Sponsor does not charge for text entries, standard text messaging or data rates may apply in the event Sponsor allows entries to be received by text.
- 6. **How to Enter:** You may enter by following the Specific Promotion instructions on the Specific Promotion Site and on the Cover Sheet to these Rules. You may also review the Promotion Formats below. In all cases, you will be provided a URL address to the Specific Promotion.

- 7. **Promotion Formats:** Sponsor offers promotions forms and the information collected is used for advertising and promotion purposes consistent with our privacy policy, which may be found here: <a href="http://www.jvc.com/terms/index.jsp">http://www.jvc.com/terms/index.jsp</a>. For all entry methods and Selected Promotion, only the entry method specified in the Specific Promotion or type is allowed. All other entries will be disregarded. Unless otherwise noted, only one entry per natural person per Specific Promotion (hereinafter, such entering person shall be referred to as "Entrant"). For each Specific Promotion, the odds of winning depend upon the number of entries received:
  - Instagram Sweepstakes: For Instagram Specific Promotions, you must have an Instagram account, which is free. Instagram is not affiliated with and does not endorse Sponsor or Sponsor's Promotions and is not subject to Sponsor's Privacy Policy. Instagram accounts are governed by the Instagram Privacy Policy. All information collected through the sweepstakes entry process will be used in conjunction with the Sponsor's privacy policy and not Instahram's privacy policy.
  - MANDATORY FACEBOOK AND INSTAGRAM DISCLOSURE: This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You are providing your information to JVCKENWOOD USA Corporation and not to Facebook or Instagram. The information you provide will only be used for administering this Contest and for marketing purposes in accordance with Sponsor's privacy policy.
- 8. **Prizes:** Prize information will be available on the Specific Promotion website and on the Cover Sheet. A winning Entrant ("Selected Entrant") will be selected by Sponsor from eligible Entrants. The Average Retail Value of any prize ("ARV") of a prize is listed on the Cover Sheet. Selected Entrants shall not be entitled to any price differential between the actual retail value of any prize and the ARV listed here. Other prize information, including the number of prizes, ARV for all prizes, total ARV in a single promotion, and delivery methods for prize shall be disclosed on the Specific Promotion site and on the Cover Sheet.
- 9. **Prize Notification:** Except where prohibited, Selected Entrant may be required to execute a Declaration of Eligibility, a Liability Release, a Publicity Release, a W-9 form, and a Tax Acceptance Form ("Declaration/Release"). If the prize is awarded to a minor and a declaration of eligibility is required, the minor shall be required to have a parent or guardian sign. Selected Entrants forfeit the prize if they do not respond within the specified time to the prize notification. Any documents supplied to Selected Entrant must be signed and returned by the date and/or time indicated within such documents, except where prohibited. If a Selected Entrant fails to sign and return such documents within that time, or if a Selected Entrant is found to be ineligible, or if a Selected Entrant does not comply with the Official Rules, then that Selected Entrant may be disqualified and an alternate Entrant may be selected. Given the time sensitive nature of some prizes, Selected Entrant may have fewer

than 24 hours to respond to prize notification.

- **Prize Conditions:** Winning a prize is a taxable event. Taxes, tariffs or duties, if any, are the sole responsibility of Selected Entrants, and Selected Entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. All national, federal, state or other tax, tariff, duty or customs liabilities (including income taxes) arising from any prize (including any export/import or customs clearance requirements) will be the sole responsibility of each winner who accepts a prize. Except where prohibited by law, the Entrant's entry and acceptance of the prize constitutes irrevocable, perpetual and royalty-free permission for Sponsor and/or any related or affiliated companies (collectively "Sweepstakes Entities") to use said winner's name on air, and in some cases, his or her photograph, likeness, statements, biographical information, voice, city and state address, and submitted content, for promotional or advertising purposes in connection with Sponsor generally. All entries are subject to verification prior to awarding of prizes. Eligibility, age, identification and claims made by the Selected Entrant also are subject to verification prior to awarding of prizes. The Sponsor shall not replace the prize, the notification or its contents in which the prize is awarded if these are lost or destroyed after dispatch by Sponsor.
- **Promotion Conditions: Void Where Prohibited.** Each Entrant agrees that this Promotion is subject to all applicable federal, state and local laws of the United States, without reference to conflict of laws provisions. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winner and Entrants also agree to release, discharge, indemnify and hold harmless the Sponsor(s) and each of the respective officers, directors, employees, representatives and agents from and against any claims, 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 death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Promotions-related activity or participation in this Promotion, or (ii) printing, distribution or production errors. Sponsor or its affiliates may rescind any promotion found to contain such errors without liability at its sole discretion. Sponsor makes no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability or fitness for a particular purpose (unless sponsor provides the prize winner with written warranties). responsibilities are accepted for any additional expenses, omissions, delays or acts of any government or authority.
- 12. **Restrictions:** The prize package consists of only those items specifically described as part of the prize on the Specific Promotion site or in the Cover Sheet. Sponsor

may, at Sponsor's sole and absolute discretion, provide different prizes of equal or greater value. Sponsor shall not be liable to any Selected Entrant or any person claiming through such Selected Entrant for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or postponement of any concert or other event, or any other cause beyond Sponsor's sole control.

13. Limitations of Liability: No claimant (including any Entrant) in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Neither Sweepstakes Entities nor Sponsor are responsible for: (1) lost, late, misdirected, undeliverable, illegible or incomplete entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Promotion; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (5) technical or human error which may occur in the administration of the Promotion or the processing of entries; (6) misprints or typographical errors related to these rules or any Specific Promotion or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion, and only if the Promotion has not ended. Sponsor may prohibit an Entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor's representatives. If for any reason any Specific Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Specific Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend all or any part of the Promotion and to select a potential winner from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable. Caution: any attempt by an Entrant to deliberately damage the website or undermine the legitimate operation of the promotion may be in violation of criminal and civil laws and should such an attempt be made, sponsor reserves the right to seek civil and/or

- criminal prosecution and damages (including attorneys' fees) from any such Entrant to the fullest extent of the law.
- 14. **Jury Trial Waiver**: Except as prohibited by law and as a condition of participating in this promotion, Entrant hereby waives any right he/she may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this promotion, any document or agreement entered into in connection herewith and any of the transactions contemplated hereby or thereby.
- 15. **Privacy Policy**: The Sponsor or its affiliate shall collect only those personal details that have been expressly and freely given by the Entrants who visit the Promotions website. When the website is visited, specific data are automatically supplied by the Entrants' computers. Entrants agree that the IP address of their computers may be stored by the Sponsor and used for identification purposes. Personal details that are furnished shall be used only for the purpose for which the Entrant has furnished the data, including for administration of the Promotion, to contact Entrants to give them information, as well as to analyze details, including market research. The personal details furnished by the Entrant shall be processed under the responsibility of the Sponsor. The Sponsor shall handle the personal details in accordance with the applicable statutory requirements. These personal details shall not be furnished to third parties without the Entrant's prior consent, except in the event the Sponsor is obliged thereto on the basis of statutory provision or a court decision. The Sponsor may use Google Analytics and small text files called cookies. Cookies are used to monitor activities on the website and to analyze traffic. These make it possible for the Sponsor to match the service and provision of information to the desires of visitors. Google processes personal details on its servers in the United States and in other countries. Therefore, in specific cases, Google may process your personal details outside of your country of residence. In addition, Entrants may receive email and text correspondence (depending upon method of entry) by or on behalf of Sponsor, subject to Sponsor's privacy policy, which can be found at http://www.jvc.com/terms/index.jsp. Sponsor uses commercially reasonable efforts to comply with the TCPA and CAN-SPAM guidelines. Entrant to any Specific Promotion may subsequently opt out of receiving further communications by following the instructions contained in the email or text communication. Your participation in the Promotion is exclusive consent to the use of your personal details as set forth herein.
- 16. **Rules and Winners List:** For Promotions results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to JVCKenwood USA Corporation, 500 Valley Rd., Wayne, NJ 07470, Attn: Sweepstakes Administrator.