Sony Electronics Audio LA VIP Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MUST BE 21 YEARS OF AGE OR OLDER, AT TIME OF ENTRY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES (EXCLUDING AK, HI AND TERRITORIES) ONLY AND WILL BE GOVERNED BY APPLICABLE U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES (EXCLUDING AK, HI AND TERRITORIES) AT THE TIME OF ENTRY AND/OR DO NOT AGREE TO THESE OFFICIAL RULES.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND SONY ELECTRONICS OR ITS AGENTS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE PROVISION BELOW.

1. ELIGIBILITY:

The Sony Electronics Audio LA VIP Sweepstakes ("Sweepstakes") is open only to legal residents of United States (excluding Alaska, Hawaii, and US territories) who at the time of entry are at least twenty-one (21+) years of age.

Employees, officers, directors of Sony Electronics Inc. ("Sponsor"), The A Team L.L.C. ("Administrator"), and their respective parents, subsidiaries, affiliates, suppliers, advertising, promotion and production agencies any companies who are promotional participants or prize providers, Web masters and Web suppliers (and their respective immediate families, defined as spouse, parents, children, and siblings and persons living in their same household) are not eligible to enter or win the Sweepstakes. Sweepstakes is void in Alaska, Hawaii, United States territories and where prohibited by law.

Sweepstakes Period:

The Sweepstakes begins at 12:00:01 a.m. Eastern Time ("ET") on July 24, 2023 ("Sweepstakes Entry Commencement"). Entries received prior to the Sweepstakes Entry Commencement will not be valid. All entries must be received by 11:59:59 p.m. ET on August 11, 2023 ("Sweepstakes Entry Deadline"). Entries received after the Sweepstakes Entry Deadline will not be valid.

2. HOW TO ENTER:

There are two (2) methods of entry. One (1) method for entry into the Grand Prize drawing, and one (1) method for entry into the First Prize drawing. One (1) entry per person and email address for either the Grand Prize drawing or First Prize drawing.

(a) Grand Prize Entry Method:

Visit <u>forthemusic.electronics.sony.com</u> ("Website") to complete and submit the online entry form with your first and last name and email address. You will then be prompted to enter the Grand Prize entry code. Enter the code "LAUNCH" and submit to receive one (1) entry into the Grand Prize drawing.

(b) First Prize Entry Method:

Visit <u>forthemusic.electronics.sony.com</u> ("Website") to complete and submit the online entry form with your first and last name and email address to receive one (1) entry into the First Prize drawing.

Entrant may opt in to receive email marketing communications from Sony Electronics Inc. about products and services. Entrant may unsubscribe at any time. By opting in, entrant agrees to <u>Sony Electronics Inc Privacy Policy</u> <u>CA Privacy Notice</u> Sony Electronics' Notice of Financial Incentive/Loyalty Program

Any attempt by any person to obtain more than the stated number of entries by using multiple/different e-mail accounts or any other methods will void that person's entries and that person will be disqualified.

3. ODDS OF WINNING:

Odds depend on the number of eligible Entries received for each Entry Method.

4. SELECTION OF PRIZE WINNERS:

There will be five (5) Grand Prize Winners and five (5) First Prize Winners (collectively "Winners"). Grand Prize Winners will be selected in a random drawing, from all eligible Grand Prize Entries received during the Entry Period, on/about 8/14/23. First Prize Winners will be selected in a random drawing, from all eligible First Prize Entries received during the Entry Period, on/about 8/14/23.

Sweepstakes drawings will be conducted under the supervision of the Administrator, an independent organization. Grand Prize Winners will be notified by email no later than 8/21/23. If the notification email is undeliverable or if the potential winner does not respond to it within one (1) day of the notification, they may be disqualified, and an alternate potential winner may be selected in their place. Please ensure to check your junk/spam folder.

First Prize Winners will be notified by email on or about 8/21/23. **If the notification email is undeliverable or if the potential winner does not respond to it within five (5) days of the notification, they may be disqualified, and an alternate potential winner may be selected in their place.**

Any potential winner may be required to sign an affidavit of eligibility, a liability release and/or a publicity release. Failure to comply when requested may result in disqualification and forfeiture of the prize.

5. PRIZES:

FIVE (5) GRAND PRIZE WINNERS will each receive one (1) trip to Los Angeles, California from August 25, 2023 - August 27, 2023. Trip includes: two (2) roundtrip coach airfare tickets (one for Winner and one for Winner's Guest) from the major airport nearest Winner's home to LAX airport (or ground transportation from the Winner's home to LA in the event the travel cost and/or time is less than air transportation as determined by Sponsor), two (2) consecutive nights stay in a hotel (double-occupancy

room) selected by Sponsor, roundtrip ground transportation from LAX to the hotel, two (2) tickets to an exclusive concert with a well-known celebrity, and roundtrip ground transportation from the hotel to exclusive concert. (Estimated retail value "ERV": \$3,408.40). Total ERV of all Grand Prizes: \$17,042.00.

All additional transportation, meals, and other costs and expenses not otherwise identified herein are the sole responsibility of the Winner and Winner's guest. Winners will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in to cover any incidental expenses. The ERV of the Grand Prize may vary based on the commercial airport nearest winner's permanent residence, as well as hotel fluctuations at the time of travel. No compensation will be provided to the Winner or Winner's guest in the event the actual cost of travel is less than the ERV. Sponsor is not responsible for any fees or additional charges resulting from a Grand Prize Winner's or a guest's changes to itinerary or accommodations and Grand Prize Winners are solely responsible for any and all charges incurred due to any such changes. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Winner and guest must travel on the same itinerary. Once the guest is selected, the guest may not be substituted, except at the Sponsor's sole discretion. Guests must be 21 years of age or older. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. Each Winner and guest must have all identification and other documents necessary for travel. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. No responsibility is assumed for cancellation of any events or travel beyond Sponsor's control.

FIVE (5) FIRST PRIZE WINNERS will each receive one (1) Prize Package consisting of one (1) Sony Truly Wireless earbuds WF-1000XM5 (ERV: \$299.99) and Limited edition For The Music merchandise (ERV: \$50). Each Prize Package is valued at \$349.99. Total ERV of all prize packages: \$1,749.95.

Total ERV of all prizes: \$18,791.95.

Winners shall be solely responsible for all federal, state, and local taxes due as a result of receipt of prize. Prizes may not be transferred, redeemed for cash, or substituted, except by Sponsor, who reserves the right to substitute a prize, or part thereof, with another of comparable or greater value if the advertised prize becomes unavailable.

6. WINNER NOTIFICATION:

Potential Grand Prize Winners will be required to complete, sign and return a Declaration of Eligibility/Liability Release/Publicity Release form and travel releases for both Winner and Winner's guest within one (1) day of attempted notification.

Potential First Prize Winners will be required to complete, sign and return a Declaration of Eligibility/Liability Release/Publicity Release form within five (5) days of attempted notification.

In the event a potential winner does not return documents in a timely manner, or accept the prize, or if the prize notification or prize is not deliverable, or a potential winner is ineligible or not in compliance with these Official Rules, prize will be forfeited and, may be awarded to an alternate winner who will also be selected randomly from all remaining non-winning entries received during the applicable Entry Period, at Sponsor's sole discretion. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. If after a good-faith attempt (as determined by Sponsor) Sponsor is unable to award or deliver a prize, the prize will not be awarded.

Sponsor may conduct a background check to confirm eligibility and compliance with these Official Rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting in Sponsor's sole discretion. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events. Any inappropriate behavior, as determined by Sponsor in its sole discretion or the hotel, transportation or concert venue, may result in removal from any activity or event.

By participating in this Sweepstakes, you acknowledge and agree that Sony Electronics Inc. may collect the personal information submitted by you and use the information pursuant to the Sony Electronics Inc. privacy policy available online at https://products.sel.sony.com/SEL/legal/privacy.html.

7. CONDITIONS OF PARTICIPATION:

Entrants in the Sweepstakes agree to release and hold Sponsor, Administrator and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Web masters and Web supplies, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize. Except where legally prohibited, by accepting a prize, winner grants (and agrees to confirm that grant in writing) permission for Sponsor and those acting under its authority to use winner's name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web, without notice, review or approval.

8. LIMITATIONS ON LIABILITY:

Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers

or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or website, as solely determined by the Sponsor, will be disgualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the website. Should any portion of the Sweepstakes be, in Sponsor's opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at their sole discretion to suspend or terminate the Sweepstakes, and select winners for the corresponding Entry Period drawing from all non-suspect, eligible entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In the event of a dispute regarding prize claims or entries received from multiple users having the same billing address, telephone number or email, the authorized subscriber of such e-mail account used at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. GOVERNING LAW:

Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of Delaware, without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in San Diego, California.

10. DISPUTES:

Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware. *For New Jersey residents: Nothing herein prohibits recovery of damages or attorneys' fees where required by statute.*

11. Winners List:

For the name of the prize winners, no later than November 30, 2023, send a self-addressed, stamped envelope to: Sony Electronics Audio LA VIP Sweepstakes Winners List, P.O. Box 1843, Montague, NJ 07827.

12. Sponsor: Sony Electronics Inc., 16535 Via Esprillo, San Diego, CA 92127 USA

13. Administrator: The A Team L.L.C., 1 Blue Hill Plaza, Lobby Level #1509, Pearl River, NY 10965 USA

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