

HARMAN JBL FEST LAS VEGAS PROMOTION

GENERAL TERMS AND CONDITIONS

The Promotion

1. The JBL Fest Promotion ("Promotion") is open to all eligible persons ("Claimant") who purchase a JBL product from a participating JBL retail store in Australia and New Zealand between 1 April, 2017 and 30 June, 2017 ("Promotion Period") in accordance with these terms and conditions. Purchase of JBL product during the Promotion Period gives Claimants a pre-determined amount of entries into the major prize draw.
2. Additional entries can be secured by the Claimant, without purchase, by participating in the JBL Social Amplification initiative. Claimants can post a photo wearing or using their JBL product on their social channels or share the promotion - Facebook and Instagram via the competition URL and assigning hashtag #jblfest and #jblaunz for a pre-determined amount of additional entries in the major prize draw.
3. Weekly instant prizes can be claimed from the Claimant with no restriction to Claimants age except in SA residents where the claimant must be 21 years and over to enter. The major prize consisting of a 5 day trip to Las Vegas, Nevada, USA on 25th July 2017 to 30th July 2017 is restricted to Claimants who are 21 years and over, due to restriction imposed on Harman International in the United States of America. Claimants must also be available to take this prize on the dates specified and must have a valid passport with 6 months minimum validity and apply for an ESTA prior to departure on 25th July, 2017 (at Claimants own cost).
4. The JBL Instant prizes consists of 30 x JBL Charge 3 Portable Bluetooth Speakers valued at \$229.00 RRP, 30 x JBL Flip 4 Portable Bluetooth Speakers valued at \$149.95 RRP and 40 x JBL E55 Bluetooth Headphones valued at \$229.00 RRP. Total value is \$20528.50.
5. The major prize consists of 5 x double passes to the **JBL Fest** event in Las Vegas, Nevada, USA on 26th July 2017 to 30th July 2017 including transit to Sydney, airfares, accommodation, spending money, transfers, food and entertainment as well as entry into the JBL Fest private Platinum Party Dinner, the Hard Rock Hotel Poolside Party and the JBL Live Concert over the three days. Each double pass is valued at \$16,600. Total prize value is \$83,000. Only Claimants who are 21 years and over can be awarded this prize after proof of age is verified.
6. Where the Qualifying Device purchased in Australia or New Zealand by the Claimant is a genuine JBL Bluetooth Speaker, JBL Headphone or JBL Soundbar the claimant must register for the promotion and upload their proof of purchase at www.jblfest.com.au. The winning entries will be drawn randomly via electronic drawing system at 3pm on Friday July 7, 2017. Winners will be contacted via telephone and email and their first name and suburb will be announced in The Australian Newspaper on Tuesday the 11th of July 2017. Winners must be available to travel from July 25th to July 30th, 2017 otherwise their prize is forfeited.

Claim Process

7. To enter the promotion the Claimant must complete the official online entry form at www.jblfest.com.au ("Entry form") by 5.00pm on 5th July 2017. The Claimant must provide their name, address, contact phone number, email address, age, serial number of the Qualifying Device (found on the box or on the product of the qualifying device), the store name and location and store purchase receipt number. Claimant is also required to upload an image of their purchase receipt. If they do not have access to a scanner, the receipt number will need to be entered into the appropriate field and proof of purchase will need to be presented to claim the

prize. ALL fields must be completed for the claim to be valid. Claimant may opt-in to receive the JBL newsletter, but is not compulsory to complete registration.

Eligibility

8. To be eligible to enter the promotion, the Qualifying Device must be purchased by a Claimant for personal, domestic, consumer and non-commercial use from any genuine participating store in Australia or New Zealand during the Promotional Period. For the avoidance of doubt ebay purchases, trade-in offers, Government sales, or purchases from any other retailer other than participating retailers including non-endorsed online retailers are expressly excluded from this Promotion.
9. The Promotion is open to Australian and New Zealand residents only. Instant prizes are awarded with no age restriction except in SA where claimants must be 21 Years of age or over to receive an instant prize. Major prize can only be awarded to Claimants 21 years and over.
10. Employees of Harman, its agencies, sponsor, affiliates, competition supervisors, administrator, and members of their immediate families, and each of their respective parent companies, subsidiaries, affiliates, officers, owners, distributors, retailers, advertising/competition agencies, and Hard Rock Hotel, and members of their immediate families (parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to participate or win. The competition is subject to all applicable federal, state and local laws, rules and regulations.
11. Federal, State or Local Government employees are ineligible to win the major prize. Final 5 winners Guest cannot attend JBL Fest if a government official or employee.
12. The Promoter reserves the right at any time to verify the validity of any Claimant or entry form (including the Claimant's identity, age and place of residence) and to disqualify any Claimant who submits an entry form that is not in accordance with these Terms or who tampers with the claim process. For the avoidance of doubt, the Promoter may monitor and record internet protocol addresses of a Claimant when completing the entry form.
13. Incomplete, indecipherable or incorrect entry forms will be deemed invalid.
14. Retail purchase receipt images must be in one (1) of the following file formats: .JPG, .JPEG, .PNG, .GIF or .PDF and may not exceed five (5) MB
15. Persons discovered entering under multiple email, Facebook or Instagram accounts will be disqualified. The Administrator reserve the right to disqualify false Entries or Entries suspected of being false. In the event of a dispute as to the identity of a Winner the Administrator, in its sole discretion, will determine the Winner to be the person who owns the winning email, Instagram or Facebook account.

Limitation of Liability

16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to the fullest extent permitted by law: (a) to disqualify any Claimant and refuse to provide that Claimant with any prize or (b) to modify, suspend, terminate or cancel the Promotion as appropriate.

17. Except for any liability that cannot be excluded by law (including the Promoter's liability for any Qualifying Device), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to, where arising out of the following: (a) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) Any theft, unauthorized access or third party interference; (c) Any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter (d) Any variation in offer value to that stated in these Terms; or (e) Any tax liability incurred by a Claimant (f) any personal injury, harm, legal action or detainment incurred by Claimant where behaviour, personal decision or breaking of any law in Australia or the United States of America outside the parameters controlled and specified by the Promoter are undertaken by the Claimant.
18. All Winners and guests must abide by the terms, conditions, policies of the Hard Rock Hotel and Casino Las Vegas, selected airline, and any other third-party service provided as part of the Prize. Promoter, Administrator, airline, Hard Rock Hotel and Casino and any of the third-party vendors who provide the services as part of the Prize reserve the right to remove or to deny entry to any event or form of transportation to the Competition, Winner and/or his/her guest(s) who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the hotel, flight, or transportation or any event that Promoter provides Winner/guest access.
19. The Promoter cannot accept liability for any email links that are intercepted by the Claimants SPAM filters. The Promoter suggests that JBL be accepted as a sender in Claimants email to avoid missing the confirmation of registration for the promotion or additional information in relation to delivery of instant prizes or the major prize draw.
20. No substitution, transfer, or cash redemption of any prizes permitted, provided however that Promoter reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Winners cannot assign or transfer their prize to another person or business.

Collection of Information and Marketing

21. The Promoter may use personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, which may be off-shore, including but not limited to, offer suppliers and as required, to Australian regulatory authorities. Acceptance of any claim form and the provision of any prize is conditional upon the Claimant providing this information. Unless otherwise advised, the Promoter may, for an indefinite period, use the information contained in a claim form for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Claimant ("Communications"). The Claimant acknowledges that by submitting the Entry Form the Claimant has specifically granted consent to its receipt of any Communications. Harman Privacy Policy can be viewed at <http://au.jbl.com/privacy-policy.html>
22. Claimants should direct any request to access, update or correct information to the Promoter.
23. All entry forms become the property of the Promoter.

Prize Information:

24. In total, there will be one hundred (100) Instant Win Game Prize Winners and five (5) Major Prize Winners (each a “Winner” or collectively the “Winners”) as set forth below. The approximate retail value for all prizes offered during the Promotional Period is \$103,528.50.
25. **Instant Win Game Prizes (100):** The following prizes will be made available during the Promotional Period (each, a “Instant Win Prize”). Instant Win Prizes are available to Claimants who purchase a JBL Product and register their purchase during the promotional period. Social Media and Review participants are NOT eligible to win an Instant Prize.

Prize Description	RRP	Quantity	Total Value
JBL Charge 3 Bluetooth Speaker	\$229.00	30	\$6870.00
JBL Flip 4 Bluetooth Speaker	\$149.95	30	\$4498.50
JBL E55 BT Headphone	\$229.00	40	\$9160.00

26. **Major Prize.** The Major Prize will be awarded to five (5) potential winners (with an additional ticket for their partner) selected at random from among all eligible Claimants who participate in the Promotion. The total value for each Major Prize is \$16,600 per potential winner; actual value may vary depending on Winner’s city of departure and any difference in value will not be awarded. Total prize pool is valued at \$83,000. Winners can bring up to one (1) guest, each guest must be aged twenty-one (21) or over at the time of travel on 25th July, 2017. Each Winner will receive a trip for two (2) for Winner and Winner’s one (1) guest to Las Vegas, Nevada, USA on Tuesday 25th July, 2017 to Sunday 30th July, 2017. Prize includes economy class airfares from nearest Capital City to Sydney, economy class airfare from Sydney to Las Vegas, Nevada via Los Angeles, California. One night accommodation in a 4 star minimum hotel in Sydney, Australia. 4 nights accommodation in a standard room at the Hard Rock Hotel and Casino in Las Vegas, Nevada. All transfers in Sydney and Las Vegas from airports to/from hotels and to/from VIP functions. \$1000 AUD spending money. Breakfast included at hotels in Sydney and Las Vegas. Snacks at the Hard Rock Hotel and Casino and dinner at all three events as part of the JBL Fest. A VIP bar will be set up at all three events for free alcohol consumption. Any other alcohol or food consumed outside of the official events or inclusions are at the cost of the Winner. Entry into 3 x VIP Events includes food, alcohol and entertainment are included in the Major Prize. Any other hotel room costs incurred from the mini bar or purchases made outside the hotel of gifts, souvenirs, travel or entertainment are at the expense of the Winner. ESTA and Passport costs are not covered by this promotion and expenses related to applying for ESTA and valid passport are to be incurred by Winner. A JBL Fest concierge will be set up at the Hard Rock Hotel to co-ordinate all winners requirements and field questions, concerns or requests.
27. All expenses and travel costs not expressly stated above are the responsibility of each individual Winner and guest. Delivery of prize and travel arrangements will be made after Promoter verifies that Winner has met all eligibility requirements. Winners and guests are responsible for obtaining any travel insurance, if required or desired, and all necessary documentation for travel.

Prize Entries

28. Below is a list of all Actions available during the Promotional Period, the maximum times a Claimant can do each Action, the number of Competition Entries per Action, and the Total number of Competition Entries possible per Action. Each Claimant must first register as set forth above and follow the requirements described below for each Action in order to qualify for an entry (“Entry” or “Entries”).

See further restrictions after the list below.

	Action	Limits per Claimant Per Action	Promotion Entries Earned per Action	Total Competition Entries Possible per Action
	JBL Purchase – Upload JBL purchase receipt	20 entries per product purchased, up to 5 entries	20	100
	Instant Win	1 per product purchase and submission of receipt. Instant win awarded to those who make a product purchase only. Limited to 21 years and over in SA	N/A	5
	Like JBL AUNZ FB Page and share Competition with Friends on Facebook.	3 entries for the like.	3	3
	Share the JBL AUNZ Fest Competition with Friends on Facebook.	2 entries per share. Up to 5 Shares	2	10
	Upload image of Claimant with any JBL Product (s) on Instagram and tag #jblfestau #jblaunz	1 entry per upload. Up to 5 uploads	1	5

29. Most activities require an internet connection. Online data charges may apply. Check with your data carrier for details. Claimants must also abide by the terms of use and privacy policies of au.jbl.com, Facebook and Instagram. Claimant may not inaccurately tag content (e.g., do not tag yourself in a photo if you are not in it). This competition is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram. Posting duplicate, or near duplicate updates or links may be a violation of Facebook and Instagram and may cause suspension of your accounts.

30. Like the JBL AUNZ FB Page and Share Competition on Facebook: A Claimant may follow the link to like the JBL AUNZ FB Page and/or share the competition on Facebook using the social media tool on the competition page. The Claimant may sign up for a Facebook or Instagram account which is free at www.facebook.com or via the apps on itunes or Google Play. By signing up for an account, Claimants must abide by Facebook's terms and conditions. Upon clicking the button to share the Competition a competition image and link will be posted to the Claimant's Facebook Wall. This will give the Claimant two (2) entries into the competition. Up to five (5) shares allowed for a maximum of ten (10) entries. If the claimant likes the JBL AUNZ Facebook page, they will be granted three (3) entries into the competition.

31. Upload a Photo with any JBL Product on Instagram: A Claimant may follow the links on the competition page to share a photo of any JBL product through Instagram. Each Entry must contain the hashtags #jblfestau #jblaunz. Photos must not contain third party logos, must not

infringe on any third party rights, and must comply with any other requirements set forth in these Official Rules. The photo must be in jpeg, png, jpg, or gif format and not exceed five (5) MB. By submitting a photo, Claimant agrees that Sponsor may use the photo on competition pages. Claimant may submit as many photos with the required hashtags as he/she likes, but a Competition Entry will be awarded only to the photo(s) approved by Sponsor, and will receive a maximum total of five (5) Entries for this Action for the entire Competition Period.

32. By submitting a photo, video recording, audio recording, or text as Entry into the Competition, Entrant warrants and represents that he/she personally took the photo, recorded the video or audio, or composed the written text and has any and all rights to such photo, video or audio recording, or text. By submitting an Entry, and to the extent that the Promoter does not or cannot perfect its title in and to the Entries, Claimant grants Promoter an irrevocable, royalty-free, perpetual, transferable, worldwide right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote any Entry, as such may be edited and modified by the Promoter in its sole discretion, for editorial, commercial, promotional and all other purposes, including posting on any websites and social media platforms
33. **Unclaimed Prizes and Second Chance Draw.** If the instant prize notification or any prize is returned as undeliverable, or if a Winner may not accept or receive a prize for any reason, the prize will be forfeited. Unclaimed instant prizes will be awarded at Promoters discretion. Claimants unable to claim major prize will be forfeited and another prize winner will be drawn from the prize pool until all prizes are fulfilled. Each prize winner has 5 days from notification to claim prize and supply Promoter relevant travel information. All unclaimed instant prizes will be drawn as a second chance draw on Friday 14th July, 2017 at 3pm.
34. **Instant Prize Winner:** 100 x instant prizes will be awarded from a random electronic draw system. 10 prizes per week for the first three weeks of competition. Then 7 prizes per week for subsequent 10 weeks of competition. 100 prizes over 13 week period. Algorithm establish based on random number selection to award instant prizes to Claimants at registration.
35. **Instant Prize Delivery:** Winners will receive prizes by a national courier within approximately forty five (45) days of the date on which the Promoter confirms correct delivery information and validates purchase from Claimant.

General

36. The Promoter is Harman International Industries (ABN 84 603 497 187) of Unit 13, 7 Roseberry Place, Balmain NSW 2041.
37. Major Prize will be drawn at 3pm on Monday 10th July, 2017 using <https://www.instantwinapi.com/> administered through Random BlowUp - Suite 312, Level 3, 50 Holt Street, Surry Hills, NSW 2010.
38. Instant Prizes will be drawn using <https://www.randomdraws.com.au> administered through Random BlowUp - Suite 312, Level 3, 50 Holt Street, Surry Hills, NSW 2010.
39. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
40. The Promotion is governed by and construed in accordance with Australian and New Zealand law. The Claimant agrees to submit to the exclusive jurisdiction of the tribunals and courts of Australia and New Zealand with respect to any claim or matter arising out of or in connection with the Promotion.

Authorised under Permits: NSW: LTPS-17-13249 ACT: TP 17/00473.1 Pending. SA: T17/455