

# Terms & Conditions

These Terms and Conditions apply to HARMAN'S "V Festival" Promotion (hereinafter referred to as "the Promotion") made available at the JBL website [www.jbl.co.uk](http://www.jbl.co.uk), JBL website for the Participating Country as indicated hereinafter ("JBL website").

The Promotion is open only to participants from the United Kingdom ("Participating Country"). The organiser is the private limited company under Dutch law HARMAN Consumer Nederland B.V. (hereinafter to be referred to as "the Sponsor"), with its registered office at Herikerbergweg 9, 1101CN Amsterdam in the Netherlands, it being understood that the Sponsor's activities shall be run either by the Sponsor itself or by the relevant Sponsor affiliate, located in the Participating Country concerned.

Within the context of the Promotion, a prize shall be given away to the winning participant selected by the Sponsor, or its affiliate ("Winner"). In order to qualify for a chance to win a prize, participants must complete a purchase of any JBL branded product in any retailers or online shops in the United Kingdom in the period from December 1<sup>st</sup>, 2016 until May 31<sup>st</sup>, 2017 or June 1<sup>st</sup>, 2017 until the end of the competition August, 6<sup>th</sup>, 2017 at 23:59, agree to these Terms and Conditions and enter the serial number and receipt number of such JBL purchased product on JBL Website. The winner must send the receipt as proof of purchase.

The Promotion involves the possibility of winning a prize, specifically:

## - Premium Prize

The following Premium Prize will be awarded to fourteen (14) potential winners selected at random from among all eligible participants who register on the JBL website. Winners can bring one (1) guest, each guest must be age sixteen (16) or over. Each Winner will receive two VIP packages to V Festival Hylands Park, Chelmsford, United Kingdom or Weston Park, South Staffordshire, United Kingdom, on 19 & 20 August 2017, consisting of the following:

- Two VIP tickets to V Festival
- Access to VIP area

## - Runners up Prize

The following Runners up Prize will be awarded to twelve (12) potential winners selected at random from among all eligible participants who register on the JBL website. Winners can bring one (1) guest, each guest must be age sixteen (16) or over. Each Winner will receive two standard weekend tickets to V Festival Hylands Park, Chelmsford, United Kingdom or Weston Park, South Staffordshire, United Kingdom, on 19 & 20 August 2017.

**Promotion Period:** from June 1<sup>st</sup>, 2017 at 09:00 hour until August 06<sup>th</sup>, 2017 at 23:59. Winners shall be notified per e-mail or telephone on or after August 07<sup>th</sup> 2017.

The Winner must respond within 48 hours after receipt of such notification.

## Prize restrictions

No substitution, transfer, or cash redemption of any prizes permitted, provided however that Sponsor 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.

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 Sponsor verifies that Winner has met all eligibility requirements. Winners and guests are responsible for obtaining any insurance, if required or desired, and all necessary documentation for travel as well as covering all associated costs.

### **Participation conditions**

Participation in the Promotion(s) is non-recurring, which means contestants may participate only once with 1 submission, 1 e-mail address and 1 IP address.

Participation is free of charge, voluntary and takes place by filling in the required details on the JBL website, by submitting your application on-line and the subsequent acceptance thereof by the Sponsor or its affiliate. Participation in the Promotion means the unconditional acceptance by the participant of these Terms and Conditions, without any reservation or limitation, including each subsequent Sponsor decision relating to this Promotion.

Participation in the Promotion is limited to 1 entry. Once the entry threshold has been reached, further participation with each subsequent product purchase is not possible. Entry will be monitored by the order details, including the e-mail address and IP address.

Participation in the Promotion is open only to natural persons residing within the Participating Countries and that are 16 years or older.

During the entire Promotion Period, participants must have a valid identification (i.e. passport), and, immediately on request, make a copy thereof available to the Sponsor or its affiliate, and be available for identification thereafter.

Employees of the Sponsor and of all affiliated companies, subsidiaries and advertising/promotion agencies and their immediate family members are barred from participation.

In order to qualify for participation and to enter the chance to win a prize, participants must enter a valid e-mail address on the participation application form. Participants are also obliged to furnish all other desired information, failing which participation shall not be possible and/or the prize shall not be awarded and not available for collection.

Participants agree that the IP address of their computers shall be stored by the Sponsor and used for identification purposes. The Sponsor shall not disclose this information to third parties.

The Sponsor retains the right to reject participants if they do not act in accordance with these Terms and Conditions.

In the event the participant desires to be excluded from the Promotion, participant shall send an email to [customer.support@harman.com](mailto:customer.support@harman.com) using subject 'JBL V Festival Promotion exclusion' and in the email the relevant participant details.

Incorrect, illegible, incomplete, late or incorrectly addressed entries shall not be processed. The Sponsor and its affiliates shall not be liable for inadequate entries as a result of errors or technical failures of any nature whatsoever, including a poorly functioning network, hardware or software, irrespective of whether problems arise with the sender or the Sponsor.

The Sponsor retains the right to disqualify entries if the Sponsor is of the opinion that either abuse exists or aspects of the game are being violated.

In the event one of the provisions stated in these Terms and Conditions is infringed upon, participation shall by operation of law become null and void, possible claims to prizes shall lapse and the participant shall be excluded from further participation.

## **Consent**

Except when such is prohibited by law, participation in the Promotion entails participants granting express and unconditional consent to the publication of their names and photos, voice, photograph, video or film clips, biographical information and/or other visual likeness in any and all media or formats known or later developed without any further compensation, permission or notification for any purpose, including without limitation, commercial, advertising and promotional purposes in connection with Sponsor's website and Sponsor's social media accounts..

Participants guarantee the Sponsor that they are the entitled parties to the visual and/or text material supplied by them and that they have received from all the persons visible in the visual material and/or referred to in the text material supplied by them the required consent for the publication and reproduction of the picture(s) and text(s). The participant in question shall, if requested, unconditionally supply the Sponsor free of charge with evidence thereof immediately upon request. Further, participants guarantee the Sponsor and its affiliated parties that (i) by publishing and reproducing the supplied visual or text material, no rights of third parties are infringed upon and (ii) indemnify the Sponsor and all its affiliated enterprises and third parties whose services have been engaged by Sponsor for claim purposes in that respect.

In addition, participants guarantee that they possess all rights and consents required by law that make it possible for the Sponsor and/or its affiliated parties to publish or reproduce the visual and/or text material as supplied by the participants, whether or not for commercial purposes and in all possible manners, to which the participants expressly grant consent in the broadest sense of the word.

The supplied visual and/or text material may not be of an offensive, obscene, vulgar, racist, sexist and/or pornographic nature. If the Sponsor believes that material violates good taste and morals, the Sponsor can then proceed with the removal in whole or in part and/or the exclusion of participants from further participation.

## **Personal details**

The Sponsor or its affiliate shall collect only those personal details that have been expressly and freely given by the participants in the Promotion who visit the JBL website. When the JBL website is visited, specific data are automatically supplied by the participants' computers. Personal details that are furnished shall be used only for the purpose for which the participant has furnished the data. The Sponsor shall also use these details to contact participants to give them information as well as to analyse details, including market research.

The personal details furnished by the participant 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 prior consent, except in the event the Sponsor is obliged thereto on the basis of statutory provision or a court decision.

The Sponsor shall use the furnished personal details for this Promotion. If participants have given their consent thereto, the Sponsor may also use the personal details to approach participants in writing or digitally or otherwise with information on products and promotions of Sponsor.

The Sponsor uses Google Analytics and small text files called cookies. Cookies are used to monitor activities on the website and to analyse 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 shall process your personal details outside of the Netherlands. Your participation in the Promotion is exclusive consent to the use of your personal details as set forth herein.

For information on the use of cookies, please see our privacy policy, which can be found on the JBL Website.

### **Announcement of winners**

Only participants that meet all conditions shall qualify for the available prize.

Winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions.

The Sponsor or its affiliate shall announce to the Winner per e-mail and the manner in which the prize shall be distributed.

Participants of the V Festival Promotion that receive a message that they have won must reply within 48 hours of dispatch of the relevant message and be able to show that they have met all conditions, failing which the Sponsor retains the right to designate a runner-up as winner and shall proceed therewith.

The Winner must identify himself/herself immediately upon request in order for the prize to be awarded.

The prize is person-related and therefore non-transferrable and also not convertible for money or another type of compensation, unless the Sponsor independently decides thereto.

For the presentation of the prize to the Winner, the Sponsor, or its affiliate, shall assume dispatch and correspondence to the participant's address in the Participating Country, as provided in the application form (along with other relevant personal details) by the participant.

The Sponsor shall not replace the prize, the notification or its contents in which the prize is awarded if it is lost after dispatch or destroyed.

In the unlikely event the prize turns out not to be available, the Winner shall receive a replacement prize. The Sponsor retains the right at all times to replace a prize with a similar prize of corresponding value, whereby the prize or the replacement prize can deviate from the original prize.

No correspondence regarding the results is permitted. An e-mail shall be sent to the Winners at the given e-mail address.

In the event of a dispute between a participant and the Sponsor, correspondence shall be sent to the owner of the e-mail account linked to the participation entry.

If a Winner cannot be reached at all or in due time for any reason whatsoever, the right to the prize shall lapse and the Sponsor shall proceed with awarding the prize to one of the so-called runners-up.

### **Exoneration**

The Sponsor, the enterprises affiliated with it, the agents whose services have been engaged by the Sponsor or third parties cannot be held liable for any actions ensuing from this Promotion and the damage and/or loss ensuing therefrom to the extent such exclusion is permitted by law.

To the extent any liability of the Sponsor, or its affiliates, exists, this liability shall never relate to any damage and/or loss other than direct damage and/or loss. The Sponsor and its affiliates shall have no liability whatsoever with respect to indirect, special, incidental, consequential damage and/or loss, which are hereby expressly excluded.

The Sponsor and its affiliates are not liable for non-entries, damaged, incomplete, late or incorrectly addressed entries due to transfer errors or technical failures of any nature whatsoever, including the faulty functioning of a network, hardware, software, etc.

In addition, the Sponsor and its affiliates shall accept no liability if a prize is not received at all or later than planned.

The Sponsor, its affiliates, or the systems administrator of the Sponsor and/or of its affiliates is not liable for its systems being violated (*hacking*) as a result of which specific information of or concerning the participants becomes known to third parties.

The Sponsor and its affiliates are neither responsible nor liable for defects in the prizes issued by Sponsor or its affiliates. The Sponsor and its affiliates give no guarantee for the prize to be issued by Sponsor or its affiliates to the extent such exclusion is permitted by law.

### **Other provisions**

In the event fraud or manipulation is suspected, the Sponsor or its affiliates can also report to the competent authorities without further announcement.

The Sponsor retains the right to stop the Promotion and/or to prematurely amend these Terms and Conditions of the Promotion at any time without stating reasons. In that case, an amended version of the Terms and Conditions of the Promotion shall be placed as quickly as possible on the relevant corresponding Participating Country JBL website, stating the date of the amendment.

Complaints regarding the Promotion can be addressed to HARMAN Consumer Nederland B.V., 1101 CN, Herikerbergweg 9, Amsterdam in the Netherlands.

Questions regarding the Promotion can be addressed to the local participating Harman affiliate, listed on the relevant JBL website.