

SONIC ELECTRONIX PROMOTION "SWEEPSTAKES, CONTEST, or GIVEAWAY" OFFICIAL RULES BY PARTICIPATING IN THIS PROMOTION YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS ("TERMS AND CONDITIONS") WITHOUT LIMITATION OR QUALIFICATION. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD NOT PARTICIPATE IN THIS PROGRAM. A PURCHASE OR PAYMENT IS NOT NECESSARY TO ENTER OR WIN. THE SONIC ELECTRONIX PROMOTION ("SWEEPSTAKES/CONTEST/GIVEAWAY") IS ONLY OPEN TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE SWEEPSTAKES PERIOD WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. PROMOTION SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PARTICIPATE IN THIS PROMOTION UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

**1. TO ENTER:** (1) Purchase Method: A Purchase, payment or proof-of-purchase of one of 5 ClarityOne sku's (eb110-bl; eb110-or; eb110-gmgray; w102b; w102w) from Sonic Electronix with the coupon code "CLARITYONE" applied at checkout or at retail store by sales associate manually entering customer information in to the system.(2) Non-Purchase Method: Mail a letter to 28340 Avenue Crocker, Suite 202, Valencia, CA, 91355 which includes your full name, address, email address, and a few sentences explaining why you want to win received by or before June 21<sup>st</sup>. The promotion begins at or around 6:00:01 a.m. (morning) Pacific Standard Time ("PST") on June 06, 2013 and ends at or around 11:59:59 p.m. (midnight) PST on June 23, 2013 ("Promotion Period"). All entries must be received during the Promotion Period. Limit one (1) entry per person/email address/order/mailling address. A day shall be defined as 12:00:00 a.m. PST to 11:59:59 p.m. PST. The computer of the Web Site is the official time-keeping device of the Promotion. Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Every entry must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Promotion service) will be disqualified and transmissions from these or related e-mail or IP addresses may be blocked. Participants must have a valid email address. In the event of an identity dispute regarding an online participant, the entry will be considered made by the registered owner of the e-mail address used for the online entry. The name of the person submitting the e-mail address upon entering must be the name of the authorized account holder of such e-mail address, otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, the entry will be declared made by the authorized account holder of the e-mail address submitted at the time of entering, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the e-mail address submitted upon entering.

**2. DRAWING:** Winners will be selected in a random drawing among all eligible entries received by Sonic Electronix Inc. whose decisions are final and binding. Sponsor has 5 days to declare winners of the promotion. Odds of winning are solely dependent upon the total number of eligible entries received. Entries submitted for this Promotion do not remain eligible for any subsequent promotions.

**3. PRIZE DETAILS:** Prizes are listed on the Promotion landing page located at Sonic Electronix website and are subject to change any time throughout the promotion. Winners have one day (24 hours ) to claim their prizes, unclaimed prizes will not be awarded after that time. The difference between any stated value and actual value will not be awarded. Prizes cannot be switched out for any other items or for cash.

Prize details are as follows: 2 All Access Passes to the event(s) + 2 Guest Passes for winners. Each Winner will be provided Hotel Accomadations in Proximity to the venue. Winners will be provided Access to The Awards ceremony at the Nokia Centre (11:00 am doors open) , Full Red Carpet Access and hospitality service to the Official Mark Pitts after party for BET Awards at Supperclub featuring

live performances by Miguel and JCole and many more Music by Whoo Kid. Winners to receive Hair and Makeup service provided as well as a clothing Gift certificate.

Winners and their guests to receive 4 pair of ClarityOne W102. Winners to receive transportation services to Venues from hotel. Winners to receive and exclusive Photo Opp and private meet and greet with Celebrity hosts and performers of the Official After Party.

Total Value of the Prizes are \$25,000.00 USD

**4. ELIGIBILITY:** YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE PROMOTION PERIOD AND 21 YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. Winners are required to fund their own travel expenses to and from Los Angeles, CA. Winners must be available to attend the event(s) on June 30<sup>th</sup> located in Los Angeles California. Potential winners may be required to provide proof of legal U.S. residency and proof of age if requested by Sponsor to determine eligibility and as a condition of prize award. Sonic Electronix Inc (“Sponsor”) and all of their respective parents, licensees, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies (collectively, “Sponsor and Promotion Parties”) and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) of each, are not eligible to participate or win.

AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

**5. GENERAL:** This Promotion is governed by the laws of the State of California, U.S.A without respect to conflict of law doctrines. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. As a condition of participating in this Promotion, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Los Angeles County, California having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than participants’ actual out-of-pocket expenses (e.g. costs associated with participating), and participants further waive all rights to have damages multiplied or increased. Prize winners will be solely responsible for all applicable federal, state and local taxes on prize. If applicable, winners will receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited.

**6. CONDUCT:** By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding in all respects. The Official Rules will be available at the Web Site throughout the Promotion Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Any behavior that would be inconsistent with the standard of the venue, disturbing other guests at the event, or harmful or damaging to Clarityone or their affiliates will result in immediate removal of the winners from the premise. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS

AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for incorrect or inaccurate entry information, technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Web Site: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail or online transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, human error, unauthorized tampering, hacking, fraud, theft, virus, bugs, worms; or destruction of any aspect of the Promotion. Sponsor and Promotion Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site, including without limitation or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Promotion, or use of or download of any information from the Web Site. Use of Web Site is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. By entering and/or participating, all entrants, winner and Designee thereof, on behalf of themselves, their executors, heirs and assigns, agree to: (a) release Sponsor, Promotion Parties, and Facebook, Inc. from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the conduct, promotion or outcome of the Promotion, the receipt, ownership or use of the prize or while preparing for, participating in or traveling to and/or from any prize-related activity in connection with the Promotion or otherwise, and; (b) indemnify and hold harmless Sponsor and Promotion Parties from and against any and all claims arising from the acts or omissions of participant or winner. Under no circumstances will Sponsor and Promotion Parties be liable for punitive, incidental, consequential, or any other damages. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If the Promotion is cancelled or terminated, Sponsor will award the prizes from a random drawing from among all eligible entries received before the date/time of cancellation and/or termination.

**8. WINNER REQUIREMENTS AND NOTIFICATION:** Potential winners will be notified by email or telephone; Sponsor is not responsible for any change in an entrant's address. A prize may be forfeited in the event that a winner is unable to be contacted and or a response returned within 24 hours of contact by Sponsor. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes will only be delivered to addresses within the United States or held at the event location. Each potential winner will be required to sign and return, within 24 hours of the date notice is given (unless otherwise indicated by Sponsor), a Declaration of Compliance, Liability and Publicity Release (the "Declaration")(except where prohibited) in order to claim his/her prize and fulfill any such other requirements as determined by Sponsor. If a potential winner cannot

be contacted, does not respond, or fails to sign and return the Declaration (if applicable) within the required time period, the potential winner may be disqualified and forfeits the prize. Sponsor may select an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates, if time permits. If all potential alternate winners are disqualified for any prize, no further drawings will take place and that prize will not be awarded.

**9. WINNER RELEASES:** All participants, as a condition of participating in the Promotion, agree to release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except for residents of Tennessee and where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

**10. PRIZE WINNER LIST:** For the names of the winners, go to the Sonic Electronix Facebook Page and the Promotion tab after the Promotion is over. Winners will remain posted for a few weeks after the initial posting date.

**11. SPONSOR:** Clarity One and affiliates. All Rights Reserved. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or twitter or any other social media outlet.. Any questions, comments or complaints regarding this promotion shall be directed to sponsor and not to Facebook or any other social media outlet.

**12. PUBLICITY:** Except where prohibited, participation in any Promotion constitutes entrant's consent for the Sponsor, applicable prize providers and their respective designees to use entrant's first and last name, likeness, prize information, city and state of residence, and any comments, testimonials or other feedback related to any prize or entrant's experience, whether written or oral, for promotional purposes in any media without further consideration.

**13. COST TO PARTICIPATE:** Winners are required to fund their own travel expenses to and from Los Angeles, CA. Additionally, travel to and from the hotel is the responsibility of the winners except from the hotel to the venue on the night of the awards. Upon checking into the hotel, winners will be responsible for personal incidentals, deposits, and security charges should they occur.