

**2023 JBL Holiday Sweepstakes (“Sweepstakes”)
Official Rules**

***NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT
INCREASE YOUR CHANCES OF WINNING.***

1. **Official Rules.** The Sweepstakes is subject to these Official Rules. VOID WHERE PROHIBITED. The Sweepstakes is sponsored by Harman International Industries, Incorporated, 400 Atlantic Street, Stamford, CT 06901 (the “Sponsor”).
2. **Eligibility.** The Sweepstakes is open to legal residents of the United States, who reside in (a) Massachusetts, (b) Rhode Island, New Hampshire, Vermont, and Maine who live within a 150-mile radius of Boston, Massachusetts, or (c) Connecticut who live within a 75-mile radius of Boston, Massachusetts, and are the legal age of majority in their state of residence (and at least 18 years or older) at the start of the Sweepstakes (“Entrant”). By participating in the Sweepstakes, Entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor. Entrant must have an internet connection.
3. **Sweepstakes Restrictions.** Employees of Sponsor, Sponsor’s affiliates, Banner Seventeen, LLC, doing business as the Boston Celtics (the “Celtics”), the National Basketball Association and its Member Teams (“NBA”), NBA Properties, Inc. (“NBAP,” and together with the Celtics, NBA and NBAP, the “NBA Entities”), Sweepstakes supervisors and members of their immediate families, and each of their respective parent companies, subsidiaries, affiliates, officers, governors, owners, distributors, retailers, advertising/promotion agencies (collectively, “Released Parties”), 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 Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited.
4. **Privacy.** The information you provide in your entry will be used for administering this Sweepstakes and for marketing purposes in accordance with Sponsor’s privacy policy found here: <http://www.jbl.com/privacy-policy.html>.
5. **Sweepstakes Period:** The Sweepstakes begins at 12:00 a.m. Eastern Time (“ET”) and ends at 1:00 p.m. ET according to the dates outlined below (the “Sweepstakes Period”).

Sweepstakes Entry Start Date	Sweepstakes Entry End Date
November 8, 2023	November 22, 2023

Entries must be received within the Sweepstakes Period according to the Sponsor’s internal

time clock. Entries will not be accepted if received after the Sweepstakes Entry End Date.

6. **How to Enter the Sweepstakes.** Entries for the Sweepstakes may be submitted by visiting www.JBL.com/holiday-sweeps and completing the online entry form with your name, email, address, and phone number and submitting your entry (“Entry” or “Entries”). Please note, **you don’t need to purchase anything in order to enter this Sweepstakes.** To enter this Sweepstakes, all you have to do is go to the above website, complete the online entry form, and submit your online entry form to Sponsor. Sponsor reserves the right to disqualify any Entry that it believes, in its sole discretion, does not meet terms and conditions of these Official Rules. If you participate by accessing the URL through a mobile device, based upon your mobile carrier, data rates may apply. Please check with your carrier to determine if you will incur charges before participating in this Sweepstakes. To participate in the Sweepstakes, you do not have to access the URL through a mobile device. You agree to incur, and be solely responsible for, any and all charges demanded by your carrier in connection with your participation in this Sweepstakes.

7. **Sweepstakes Entry Restrictions.**

- 7.1. **Multiple Entries.** Limit of one (1) Entry per day of the Sweepstakes Period per natural person. Multiple Entries submitted on the same day of the Sweepstakes Period will not be considered. Submitting the same Entry repeatedly on JBL.com will not increase your chances of winning.
- 7.2. **Multiple Accounts.** Persons discovered entering under multiple email accounts will be disqualified. Sponsor reserves 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 (defined in Section 8.1 below), Sponsor, in its sole discretion, will determine the Winner to be the person who owns the winning email account.

8. **Prize.**

- 8.1. **Prize ARV.** In total there will be one (1) Sweepstakes winner (the “Winner”) as set forth below and selected by random drawing on November 24, 2023, by Sponsor from among all eligible Entries received during the Sweepstakes Period. The Winner drawn will receive the following prize package: Two (2) tickets to the Celtics game scheduled to be played on November 28, 2023 (approximate retail value (“ARV”) \$314.00) and one (1) Pair of JBL Tour Pro 2 TWS Headphones (ARV \$249.95) (together, the “Prize”). The total ARV for the Prize offered during the Sweepstakes Period is \$563.95.
- 8.2. **Prize Restrictions.** No substitution, transfer, or cash redemption of any Prize 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. Winner cannot assign or transfer their Prize to another person or business. Sponsor will not be responsible for awarding any un-awarded portion of a Prize to Winner if Winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or

derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or Prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which Sponsor and/or any of the NBA Entities wish to associate as determined by each such party, in their sole and absolute discretion; and/or (e) otherwise violate the terms of any of the agreements that Winner has agreed to comply with as an entrant of the Sweepstakes.

If the Winner cannot attend the game on the date specified, they will forfeit the Prize, in Sponsor's discretion. Prize conditions may be added or modified by companies providing those portions of the Prize. The Prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution, or cash equivalent for any Prize, in whole or in part, will be permitted except at Sponsor's sole discretion due to Prize unavailability for any reason, and only then for a Prize of greater or equal value determined by Sponsor shall be allowed. All Prize details are at Sponsor's sole discretion and are subject to change. All other expenses relating to acceptance of the Prize not explicitly stated herein, including but not limited to, transportation to/from the stadium, lodging, parking, concessions, meals, drinks, personal purchases/souvenirs, gratuities, and any and all costs or expenses associated with attending the game are solely the responsibility of the Winner or guest. Released Parties will not replace any lost or stolen tickets once in Winner's possession. Use of any game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the Prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Tickets are valid only on the date printed on the tickets. Tickets are not refundable or transferable and may not be substituted or exchanged for cash or credit at any time. Tickets may not be sold to a third party. The Sponsor, the Celtics, and/or Delaware North Companies, Inc. – Boston ("DNC-B"), the owner of the TD Garden, in their sole discretion, reserve the right to deny entry to or to remove Winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the game or other Prize-related event. Each Winner's guest must be of legal age of majority in their jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Winner and Winner's guest agree to comply with all applicable stadium and venue regulations in connection with the prize. Sponsor reserves the right to remove or to deny entry to a Winner and/or their guest who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any game/event/exhibition. Game/event/exhibition tickets awarded as Prize may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and

may invalidate the license granted by the game/event/exhibition ticket.

Attendance at any Celtics home game is subject to the general rules and regulations established from time to time by DNC-B, and by the Celtics (collectively, “Event Rules”), including any health and safety protocols applicable to such activities (e.g., requirements relating to COVID-19 vaccination status or use of face coverings), as determined by DNC-B and the Celtics in their sole discretion. In the event of a violation of the Event Rules, the Celtics shall have the right to remove the violators from the event. If a Winner or the Winner’s guest is removed from the event, they shall not have any rights to other Prize or compensation.

8.3. **Liabilities.** Winner is solely responsible for any and all federal, state, and local taxes on Prize. All activities related to the Prize are at the Winner’s’ own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

9. **Odds.** The odds of winning depend upon the number of eligible Entries received. There will be one (1) Winner selected from among all valid entries received as described in Section 8.1 above.

10. **Notification of Winner.**

10.1. **Notification.** The potential Winner will be drawn and notified on or before **2 PM ET on November 24, 2023**. The potential Winner will be notified by a direct message from the Sponsor to potential Winner’s email address. It is the sole responsibility of each Entrant to notify the Sponsor if their contact information changes. The potential Winner will be required to respond as directed within 24 hours of attempted notification. The potential Winner may also be required to execute a liability release form, Winner’s affidavit of eligibility, and other documentation reasonably requested by the Sponsor (collectively, the “Release”). Such documentation must be completed and returned within ten (10) days from the date of notification before Sponsor awards any Prize.

10.2. **Unclaimed Prize/Alternate Winner.** If the Prize notification or any Prize is returned as undeliverable, or if a Winner may not accept or receive a Prize for any reason including failing to comply with these Official Rules, failing to respond to notification after 24 hours of receiving the notification email or failing to provide any required documents, the Prize will be forfeited and Sponsor may choose an alternate Winner in accordance with these Official Rules. Sponsor may not make multiple attempts to contact potential Winner.

10.3. **Prize Delivery.** Winner will receive the Prize by mail and/or by email (applicable to game ticket redemption only) within approximately ninety (90) days of the date on which the Sponsor receives the completed, signed Release from the Winner, depending upon availability and nature of Prize.

11. **Publicity.** By participating in the Sweepstakes, all Entrants agree to be bound by these Official Rules and irrevocably grant the Sponsor, the NBA Entities, and each of their respective

successors, assigns and licensees the right to use such Entrants' name, 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 conducted by Sponsor or any of the NBA Entities.

12. Sweepstakes Interference.

12.1. **Impairment.** Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond Sponsor's control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person.

12.2. **Sponsor's Remedies.** Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entrant may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified Entries. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

13. Limitations of Liability.

13.1. **Entrant's Sole Remedy.** If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another Entry in the same Sweepstakes during the Sweepstakes Period.

13.2. **Indemnification.** Entrants and Winner also agree to release, discharge, indemnify and hold harmless Sponsor and each of the Released Parties from and against any claims, actions, liability, loss, injury or 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, without limitation death to Entrants, Winner, or any third party, or damages or losses to property of any kind resulting in whole or in part, directly or indirectly, by any reason, from:

13.2.1. use, redemption, acceptance, possession, ownership, or misuse of any Prize;

13.2.2. participation in any activity, event, or excursion offered in connection with the Prize (including any travel to or from the activity, event, or excursion);

- 13.2.3. use of any facility, service and/or accommodation related to the Prize; or
- 13.2.4. participation in any Sweepstakes-related activity or participation in this Sweepstakes.

13.3. **No Liability.** The Released Parties will not be liable for:

- 13.3.1. late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, communications or declarations, regardless of the method of transmission;
- 13.3.2. telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors;
- 13.3.3. data corruption, theft, destruction, unauthorized access to or alteration of Entries or other materials;
- 13.3.4. any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Sweepstakes; or
- 13.3.5. any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes.

13.4. **Technical Malfunctions.** Without limiting the generality of the foregoing, Released Parties are not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third-party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in internet services, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.

13.5. **Force Majeure.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including but not limited to, due to COVID-19 concerns, restrictions or regulations, or due to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor will have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor may, if possible, select the Winner from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

14. **Severability.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will

otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not included.

15. **Governing Law and Venue.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of New York, and each Entrant irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Sponsor in any way arising from or relating to this Sweepstakes or these Official Rules in any forum other than the appropriate district or State courts of the State of New York sitting in the Borough of Manhattan.
16. **Disputes.** DECISIONS OF SPONSOR ARE BINDING AND FINAL. NO CLAIMANT IN ANY DISPUTE INVOLVING SPONSOR WILL BE ENTITLED TO CLAIM OR OBTAIN INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT CONSTITUTE A WAIVER OF THAT PROVISION. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR HAVE A TRIAL BY JURY FOR ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES.
17. **Sweepstakes Results:** For identification of the Winner and/or a copy of these Official Rules you can visit send a hand-printed, self-addressed, stamped envelope stating the specific name of this Sweepstakes to Attention: Lisa Deda c/o Harman International, 400 Atlantic Street, Stamford, CT 06901. Requests must be received within ninety (90) days of the Sweepstakes Entry End Date.

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