

## BOOMBOTIX LA EXPERIENCE SWEEPSTAKES – OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. How to Enter: The Boombotix LA Experience (the "Sweepstakes") begins at 8:00 a.m. (Eastern Time) on **July 1, 2015** and ends at 8:00 p.m. (Eastern Time) on **August 31, 2015** (the "Entry Period"). There are two ways to enter (but only one entry per person is allowed): To enter online, visit [www.boombotix.com](http://www.boombotix.com) (the "Boombotix Website") and complete the entry form at the Boombotix Website. To enter at a participating Boombotix dealer via mobile device, scan the QR code shown on the Sweepstakes display (which may be on a window display, on a wall display and/or at the retail register at the participating dealer at the discretion of such dealer). The QR code will take you to [www.boombotix.com/viplawweekend](http://www.boombotix.com/viplawweekend) where the entrant will complete the entry form. The entry form will require name, email, and phone number. The entrant will be required to confirm they have read the Official Rules and are an eligible entrant and to provide the required information and submit it in accordance with the on-screen directions. Carrier data rates may apply depending on the contract for your data service. A completed and submitted entry form received by Sponsor is referred to as an "entry." All entries must be received during the Entry Period to be eligible. Only one entry per person and per email address, regardless of means of entry. If an entrant uses multiple email addresses to submit more than one entry, or submits more than one entry, that person will be disqualified and not eligible to win. These Official Rules are also available by writing to: Boombotix LA Experience Sweepstakes Rules Request, Boombotix, Inc., 560 19th Street, San Francisco, CA 94107 (the "Sweepstakes Address"). All entries become the property of Sponsor and will not be returned. When you enter the Sweepstakes you may have the opportunity to consent to receive promotional emails and reminders for upcoming Boombotix promotions and information about Boombotix products. Consenting to receive such emails is optional and is not a requirement to enter the Sweepstakes and does not improve your chances of winning. Information submitted by entrants as part of this Sweepstakes will be treated in accordance with Sponsor's Privacy Policy, which is available at <https://boombotix.com/privacy-policy>. Sponsor's designated computer is the official time clock for this Sweepstakes. By entering entrants agree to be bound by these Official Rules and to be contacted by Sponsor concerning this Sweepstakes.

2. Eligibility: To enter the Sweepstakes, you must be a legal resident of the fifty United States or the District of Columbia excluding Rhode Island and be 21 years of age or older at the time of entry, and have a valid email address. Sweepstakes is void elsewhere and where restricted in a manner inconsistent with these Official Rules or prohibited by law. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the United States. Employees, contractors, directors and officers of Sponsor, its subsidiary and affiliated entities, advertising and promotion agencies involved in the administration, development, fulfillment and/or execution of this Sweepstakes (collectively, "Sweepstakes Parties") and their immediate families and members of their households are not eligible to participate in this Sweepstakes. Use of a false email account or an incorrect mail address will disqualify an entry. Entries generated by robots or scripts, or

submitted by a third party are considered to be a direct violation of these Official Rules and will result in immediate disqualification of any and all associated entries.

3. Drawing and Notification: The potential winner will be selected by a random drawing from among all eligible entries on or about September 5<sup>th</sup>, 2015 at the Sweepstakes Address. Sponsor will attempt to notify the selected entrant by email at the email address provided in the entry within one week of the applicable drawing. Within seven (7) days of attempted notification, the selected entrant will be required to complete and return to Sponsor, the Sponsor's Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"). If such Affidavit is not completed and returned as required, or if the entrant refuses the prize, or is determined to be ineligible, the process will be repeated until such time as an alternate entrant selected by Sponsor in the random drawing completes and returns the Affidavit as required. Upon receipt of the Affidavit, and subject to verification by Sponsor, a selected entrant will be deemed a prize winner. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate entry. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email account associated with the selected entry. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute as to identification of an entrant for a particular entry cannot be resolved, the entry will be deemed ineligible. Except where prohibited by law, the Winner further grants to the Sponsor and those acting under its authority the right to use such Winner's name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of the Sponsor and the Sweepstakes, in any and all media, whether now known or hereinafter invented, without territorial or time limitations and without further consideration. The Winner further agrees that Sponsor may release his or her name to persons requesting the names of the winners of the Sweepstakes.

4. One (1) Grand Prize Winner. The Grand Prize winner ("Winner") and his or her traveling companion ("Guest") will travel together from a major airport selected by Sponsor which is reasonably near Winner's U.S. principal home address as listed in the entry ("Home Airport") to a major airport selected by Sponsor which is reasonably near Los Angeles, CA ("Destination Airport") for a trip over a weekend to be determined by Sponsor in October 2015 and return to the Home Airport from the Destination Airport on dates determined by Sponsor. Winner and Guest will also share two (2) nights in a hotel room (double occupancy) at the hotel designated by Sponsor (the "Hotel"), and be invited to Sponsor's hosted table with VIP experience at a Boombotix artists listening party, dinner during the weekend, and brunch on the departure date designated by Sponsor. Grand Prize also includes car service from the Destination Airport upon arrival to the Hotel and from the Hotel to the Destination Airport for departure. Sponsor reserves the right to select hotel, restaurant, and night club. Sponsor reserves the right to award a five hundred dollar (\$500) restaurant credit or gift card in lieu of the "brunch" prize element. Sponsor may, at its election award a six hundred dollar check (\$600) in lieu of providing air travel if the Winner's principal residence is within 200 miles of Los Angeles, CA. Approximate retail value ("ARV") of the Prize is two thousand two hundred dollars (\$2200). ARV will vary depending upon Home Airport and Destination Airport and airfare and hotel rates. If the actual value of the Prize is less than the stated ARV,

the difference will not be awarded. Sponsor reserves right to determine routing and itinerary. Other restrictions may apply. Winner and guest must use the prize at the same time. The prize elements are subject to availability, blackout periods, and hotel/restaurant/club restrictions and regulations. All expenses, costs and fees not expressly included above (including travel to and from Home Airport and incidentals) are the sole responsibility of the Winner (and, as applicable, Guest). Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled events (including airline flights and artist listening party) beyond its control. No transfer or substitution of prizes by Winner or Guest permitted except where required by law. If the prize, or any portion of such prize, becomes unavailable, the Sponsor may award a substitute prize of equal or greater value. Odds of winning depend on the total number of eligible entries received. Taxes on the prize are the sole responsibility of the prize Winner and Guest, as the case may be. Prize winner will be required to complete an IRS 1099 form. All expenses, costs and fees not expressly included above are the sole responsibility of prize Winner and Guest, as the case may be. The total number of prizes to be awarded in the Promotion is one (1). Sponsor reserves the right to request from any entrant additional documentation it reasonably believes is necessary to validate any entry or to award a prize. Winner and Guest are responsible for having all documentation required to travel and participate in the prize elements. Winner must coordinate travel plans with Sponsor's representative not later than September 15, 2015. Sponsor's representative will make travel arrangements and bookings for prize elements.

5. Conduct: If for any reason this Sweepstakes is not capable of being conducted as contemplated in the Official Rules, including, but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor, in its sole discretion, reserves the right to terminate or modify the Sweepstakes and/or to disqualify any individual who tampers with or attempts to tamper with the Sweepstakes or violates these Official Rules. Sponsor and Sweepstakes Parties are not responsible for lost, late, garbled, misdirected, or postage due entries or mail, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, or software, failure of any entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

6. RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS (INCLUDING, WITHOUT LIMITATION, WINNER'S GUEST), AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND THE SWEEPSTAKES PARTIES AND THEIR REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY CLAIMS, DAMAGES, LIABILITY OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR PRIZE ELEMENT OR PARTICIPATION IN ANY SWEEPSTAKES OR PRIZE RELATED ACTIVITY, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE SWEEPSTAKES PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING

IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE SWEEPSTAKES PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

7. Dispute Resolution: Except where prohibited by law, each participant agrees that any and all disputes, claims and causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any class action, exclusively by the courts located in the judicial district including San Francisco, California. All issues concerning the construction, validity, and interpretation of these Official Rules shall be governed by and construed in accordance with the laws of the State of California (and federal laws, as applicable), without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any jurisdiction other than the laws of the State of California and applicable federal laws.

8. Winner's List Request: To receive the name of the Prize Winner, send a self-addressed, stamped (business size) envelope to: Boombotix LA Experience Winners List Request at the Promotion Address. Requests must be received by October 30, 2015.

9. Sponsor: Boombotix, Inc., 560 19th Street, San Francisco, CA 94107