Snap One Tech Community Episode Speakers Giveaway

NO PURCHASE NECESSARY

OFFICIAL RULES AND CONDITIONS OF ENTRY

- DESCRIPTION. Snap One, LLC will conduct a promotional giveaway for a set of Episode speakers in August 2021 (collectively the "Promotions" or each a "Promotion"). This is a one time promotion, going out in an email, also posted in the Control4 portal and SnapAV portal.
- 2. SPONSOR. Snap One, LLC 1800 Continental Blvd., Suite 300, Charlotte, North Carolina 28273 (the "Sponsor"). Sponsor reserves the right to modify, suspend, extend or cancel the Promotions (with or without notice) at any time in Sponsor's sole discretion and may, but is not required to, substitute another promotion in its place. Sponsor further reserves the right to amend or change these Official Rules and Conditions of Entry (the "Official Rules") at any time, in Sponsor's sole discretion.
- 3. **ELIGIBILITY**. Each Promotion is open only to legal residents of the fifty United States and the District of Columbia, Canada (excluding Quebec), and globally where permitted by local law, who are 18 years of age or older as of the date of entry and who are dealers in good standing of SnapAV or Control4 during the Promotion Period. The Promotions are subject to applicable federal, state and local laws and regulations and are void wherever prohibited or restricted by law. Entrants who are residents in countries where the Promotions are prohibited by local law will be deemed ineligible and will not be eligible for prizes.

Employees, officers, directors, agents, representatives and their immediate family members (spouses and siblings, parents and children and their spouses) and household members (whether related or not) of the Sponsor are not eligible to participate in the Promotion.

- 4. **AGREEMENT TO THE OFFICIAL RULES**. By entering the Promotion, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor (including decisions with respect to the selection of a winner and the interpretation of these Official Rules), which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- HOW TO ENTER. To enter, just ask a question in the Tech Community discussions (<u>https://tech.control4.com/Technician/s/discussions</u>) and tag it with @ashleykimsey
 They can earn themselves a second entry by answering any question they see in Tech Community—then tag @ashleykimsey.

6. **WINNER SELECTION**. Eligible Entrants that enter the Promotion during the Promotion Period will be entered in a random drawing for a prize, as described in Section 7 below. The random drawing will be conducted on August 5th and will be chosen randomly from among all eligible entries. The odds of winning a prize depends on the number of eligible Entries. Additional prizes may be given for exceptionally creative answers.

No purchase necessary. Any winner who is a resident of Canada or other country that requires a skill-based promotion must also answer a skills-based question to redeem prizes.

- 7. **PRIZE AND PRIZE DESCRIPTION**. The eligible Entrant selected by random drawing will receive a pair of Episode Signature 7 Series in-wall speakers win, the dealer account must be active and in good standing. Program can end at any time, at the discretion of Sponsor.
- 8. **PUBLICITY AND PRIVACY**. By entering the Promotion, Entrants and Prize Winner consent to the use of their name, likeness and image for purposes of advertising, marketing and promotion of Sponsor, any of Sponsor's designees and the Promotion without compensation, except where prohibited by law. Information collected from Entrants through the Promotion is subject to Sponsor's privacy policy. By entering the Promotion, you agree to the use of your personal information as described in such privacy policy located at https://snapone.com/legal/.
- 9. If you do not wish to receive marketing or promotional mailings or e-mails from the Sponsor, write to: Snap One, LLC, Attn: Marketing Opt-Out, 1800 Continental Blvd., Suite 300, Charlotte, North Carolina, 28273.
- 10. **Release of Liability.** By entering the Promotion, each Entrant forever discharges and agrees to hold harmless Sponsor, together with its officers, directors, managers, members, employees, independent contractors, representatives, agents, advisors, successor and assigns (collectively, the "Released Parties"), from any and all liability whatsoever in connection with the Promotion, including without limitation any and all claims, causes of action, suits, costs, injuries, losses, damages, demands or actions of any kind, at law or in equity, including without limitation personal injuries, death, damage to, loss or destruction of property or loss of any nature, any claims based on publicity rights, privacy rights, personality rights, moral rights, defamation, or portrayal in a false light (collectively, "Claims"), and the Prize Winner releases and forever discharges, and shall indemnify and hold harmless the Released Parties from any and all Claims in connection with the administration of the Promotion and the use, misuse or possession of the Grand Prize. This indemnification shall extend to Claims resulting from use of the Grand Prize, however caused.

- 11. **DISCLAIMERS**. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Promotion or announcement of the Prize Winner. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Promotion. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of technical error, tampering, unauthorized intervention, force majeure or technical failures of any sort. The Released Parties are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability.
- 12. DISPUTES. Each Entrant agrees that any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prize awarded or the determination of the Prize Winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively in the state and federal courts in Salt Lake City, Utah. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and Entrant further waives any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrants, Prize Winner, Sponsor and the Promotion Entities in connection with the Promotion shall be governed by, and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws. The Parties agree that exclusive jurisdiction over any legal action arising out of or in connection with this Agreement will be in state or federal courts located in Salt Lake City, Utah.
- 13. WINNER LIST. To obtain a copy of these rules or a winner list via mail, please mail your request, together with a self-addressed, stamped envelope, to: Snap One, LLC, Attn: The Tech Community Weekly Giveaway Challenge, 1800 Continental Blvd., Suite 300, Charlotte, North Carolina 28273.

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