

## **Official Rules**

### The "Ultimate Custom Taylor" Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

**PROMOTION DESCRIPTION:** The "Ultimate Custom Taylor" Sweepstakes (the "Sweepstakes") begins on or about April 10, 2014 at 9:00 a.m. Pacific Time ("PT") and ends on June 30, 2014 at 11:59 p.m. PT (the "Promotion Period"). At the end of the Promotion Period, a random drawing will be conducted to select one (1) winner of a Grand Prize and one (1) winner of Runner Up Prize from among all eligible entries received during the Promotion Period, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Taylor-Listug, Inc. d/b/a Taylor Guitars, 1980 Gillespie Way, El Cajon, CA 92020 ("Sponsor"), which shall be final and binding in all respects. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and District of Columbia and Canada (excluding Quebec) who are at least eighteen (18) years of age at the time of entry are eligible to enter. Officers, directors and employees of Sponsor or Logitech Inc. or any of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the "Promotion Entities"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:** To enter, visit either the web site at <http://www.taylorguitars.com/promotions/Ultimate-Taylor> (the "Website") or the Taylor Guitar Facebook page at <http://www.facebook.com/taylorguitars.com> (the "Facebook Page") during the Promotion Period and follow the instructions to complete the entry form with the information requested, or visit one of the Taylor Guitars Road Shows taking place during the Promotion Period, obtain an entry form from a representative of Sponsor at the Taylor Guitars Road Show. Give your completed entry form to a representative of Sponsor before the applicable Taylor Guitars Road Show ends on that day (the start and end times will vary by location). Click "Submit Entry" to submit your online entry form for the Sweepstakes. Each Taylor Guitars Road Show is a one (1) day event. Upon completion and submission of the entry form, you will receive one (1) entry into the Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Limit one (1) entry per person. All entries must be received by the end of the Promotion Period in order to participate. Sponsor or its Vendor will be the official time keeper for this Sweepstakes. The winner will be selected from all entries received at Taylor Guitars Road Shows, the Facebook Page or the Website during the Promotion Period. Although subsequent entries may be received, only entrant's first entry during the Promotion Period will count. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false entries, as determined by the Sponsor, will be disqualified. All entries become the property of Sponsor, and none will be acknowledged or returned. Sponsor may engage third party application providers and other vendors (each, a "Vendor") to administer certain aspects of the Sweepstakes, including without limitation, the collection of entry information. Such Vendor(s) will provide your personally identifiable information to Sponsor. Sponsor may use your personally identifiable information as provided herein, to contact you for promotional and other purposes, and in accordance with its online privacy policy, located at <http://www.taylorguitars.com/legal/privacy-policy>. Vendor(s) may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by such Vendor(s). Any communication or information transmitted to Sponsor (through the Website or Facebook Page or otherwise) by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entrants who enter via Facebook are providing information to Sponsor and not to Facebook. Proof of entering information at the Website or Facebook Page is not considered proof of delivery to or receipt by Sponsor of such entry.

**WINNER SELECTION AND NOTIFICATION:** Within approximately thirty (30) days after the end of the

Promotion Period, one (1) Grand Prize winner and one (1) Runner Up Prize winner will be randomly selected in a drawing from all eligible entries received throughout the Promotion Period. The drawing for the Grand Prize and Runner Up Prize will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. Each potential winner will be notified within forty five (45) days after the end of the Promotion Period by telephone and/or mail and/or e-mail using the contact information given at the time of entry. Various elements of the Grand Prize and Runner Up Prize will be fulfilled through separate deliveries from separate sources. Sponsor shall have no liability if any elements of any prize or winner notification is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within the time required by Sponsor, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

#### PRIZES/ODDS:

Grand Prize: There is one (1) Grand Prize available. The Grand Prize consists of: (i) One (1) TAYLOR GUITARS® custom guitar with an MSRP not to exceed \$4999.99, selected by Sponsor in its sole discretion; (ii) one (1) set of Ultimate Ears UE 7 Pro Custom In-Ear Monitors with an MSRP of \$850; (iii) round-trip coach airfare chosen by Sponsor in its sole discretion for the Grand Prize winner and a travel companion between the major airport that is nearest to the Grand Prize winner's residence and San Diego, California; (iv) two (2) nights of hotel accommodations for the Grand Prize winner and a travel companion (one (1) room, double occupancy) at a hotel to be selected by Sponsor in its sole discretion; (v) round trip ground transportation from hotel to Taylor Guitars' facility in El Cajon, California for a tour at the facility and round trip from hotel to Ultimate Ears's facility in Irvine, California for a tour at the facility; and The Grand Prize winner will also receive (a) one (1) Taylor hat; (b) one (1) Taylor t-shirt; (c) one (1) Taylor guitar strap; and (d) one (1) Ultimate Ears t-shirt. The total approximate retail value ("ARV") of the Grand Prize is \$7149.99.

The Grand Prize winner's travel companion must be twenty one (21) years of age or older, or if such travel companion is under the age of eighteen (18) or a minor in his or her state of residence (a "minor"), the Grand Prize winner must be such minor's parent, legal guardian or spouse or have written approval of such travel companion's parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. In the event a Grand Prize winner's residence is close enough to San Diego, California, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and his or her travel companion must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Sweepstakes begins. The Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described

above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companion home with no further compensation. The travel portion of the Grand Prize must be redeemed and travel must be commenced on or after July 7, 2014 and must be completed by December 5, 2014 on a date to be mutually agreed between the Grand Prize winner, Sponsor and Logitech Inc., or the Grand Prize will be forfeited in its entirety.

All expenses and incidental travel costs not expressly stated in the Grand Prize description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, gratuity or other expenses are the sole responsibility of the Grand Prize winner.

**Runner Up Prize:** There is one (1) Runner Up Prize available. The Runner Up Prize consists of one (1) set of Logitech UE 900 earphones. The total approximate retail value ("ARV") of the Runner Up Prize is \$399.99.

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of prizes will be delivered only to an address in the United States and District of Columbia, and Canada (excluding Quebec). The total ARV of all prizes is \$7549.99.

**GENERAL PRIZE CONDITIONS:** The Grand Prize and Runner Up Prize will be awarded only if the potential prize winner fully complies with these Official Rules. The prize is non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. Actual prize may vary from the prize pictured. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The Grand Prize winner and Runner Up winner shall be solely responsible for all federal, state, provincial and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential Grand Prize winner and Runner Up Prize winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected. The Grand Prize winner's travel companion must sign (or, the case of a minor, such minor's parent or legal guardian must sign) an Affidavit of Eligibility and a Liability Release prior to any travel documents being released. Canadian residents may need to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise, prior to being declared a winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner's permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities and Facebook (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in

part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Promotion Entities and Facebook assume no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website, the Facebook Page or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Promotion Entities and Facebook are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. 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, the Website or the Facebook Page, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or 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, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, 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 shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Sweepstakes.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees that (1) any

claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Promotion Entities arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in San Diego, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Promotion Entities' individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Promotion Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Promotion Entity exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Taylor Guitars Promotions", c/o Taylor Guitars, 1980 Gillespie Way, El Cajon, CA 92020. All such requests must be received within sixty (60) days after the end of the Promotion Period. These Official Rules will be posted on the Website and the Facebook Page during the Promotion Period.

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