

## The “Taylor Gig Ready (Europe)” Sweepstakes

### OFFICIAL RULES

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

**PROMOTION DESCRIPTION:** The “Taylor Gig Ready (Europe)” Sweepstakes (the “**Sweepstakes**”) for the promotion of Taylor Guitars® 300 Series® guitars begins on or about 8 April, 2015 at 18:00 Central European Time (“**CET**”) and ends on 6 July, 2015 at 24:00 CET (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 from among all eligible entries received during the Promotion Period. 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 Operating, B.V., Marostraat 113, 1060 LG, Amsterdam, The Netherlands (“**Organiser**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal residents of the United Kingdom, Germany, the Netherlands, and France, who are at least eighteen (18) years of age at the time of entry are eligible to enter. Officers, directors and employees of Organiser and Organiser's affiliates, Sennheiser Electronic Corporation, a Connecticut corporation, (“**Sennheiser**”), TC-Helicon Vocal Technologies, Inc., a British Columbia corporation (“**TC-Helicon**”), Zoom North America, LLC, a New York limited liability company (“**Zoom**”), and their respective subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies or anyone professionally connected with the Sweepstakes (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 the Sweepstakes, either: (a) visit the web site at <http://www.taylorguitars.com/promotions/gig-ready-sweepstakes> and click on the link for your eligible country (the “**Website**”); or (b) obtain an entry form at participating retail locations or at music and other festivals, concerts or events where such entry forms are being distributed, during the Promotion Period, and follow the instructions to complete the entry form with the information requested. In the event that Organiser initiates an option to text to enter, Organiser will mention on the Website when the texting option becomes available. Deliver the completed paper entry form to a representative of Organiser prior to the notified closing time if entering at a participating retail location or music or other festival, concert or event (the closing times will vary by location), or if entering online, click “Submit Entry” to submit your entry form for the Sweepstakes. Upon completion and submission of the entry form, you will receive one (1) entry into the Sweepstakes. **Limit one (1) entry per person and per email address.** The winner will be selected from all eligible entries received through the methods described above during the Promotion Period. Although subsequent entries may be received, only entrant’s first entry during the Promotion Period will count. Entries received outside the Promotion Period will not be entered into the Sweepstakes. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple, fraudulent or false entries, as determined by the Organiser in its sole discretion, may be disqualified. All entries become the property of Organiser, and none will be acknowledged or returned. Organiser will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. No purchase is necessary to enter. However, you must have an Internet connection to enter online via the website.

Organiser 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 Organiser, who will use your information for administering and managing the Sweepstakes as set forth herein and otherwise in accordance with its

online privacy policy, located at <http://www.taylorguitars.com/legal/privacy-policy>. Vendor(s) may also use your information in accordance with their own independent privacy practices which will be made available to you when you submit your information to them. Organiser is not responsible for the storage or any use of your entry information by such Vendor(s).

**WINNER SELECTION AND NOTIFICATION:** Within forty-five (45) days after the end of the Promotion Period, one (1) Grand Prize winner will be randomly selected in a drawing from all eligible entries received throughout the Promotion Period. The drawing for the Grand Prize will be conducted by Organiser or its designee, using randomization methods selected by Organiser in its sole discretion. A potential winner will be notified within sixty-five (65) 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. Organiser shall have no liability for any winner notification that is lost, misdirected, unsuccessful, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within 5 days of being notified, 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 at random. 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 at random.

**PRIZES/ODDS:**

There is one (1) Grand Prize available. The Grand Prize consists of: (i) One (1) TAYLOR® 300 SERIES® Guitar; (ii) One (1) TC-Helicon Play Acoustic Vocal pedal; (iii) Two (2) Sennheiser Microphones, models MK 4 and e 935; and (iv) One (1) Zoom HD5 recording device. The total approximate retail value (“ARV”) of the Grand Prize is between €3,552 and €4,255.

The Grand Prize winner will not receive cash or any other form of compensation if the suggested retail price of the model and option selected by Organiser is less than the estimate made in these Official Rules.

All costs and expenses not included with the Grand Prize are the responsibility of the winner.

The Grand Prize will be delivered within 90 days of a valid acceptance of the prize and will only be delivered to an address in the United Kingdom, Germany, the Netherlands, or France.

**GENERAL PRIZE CONDITIONS:** 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 prizes pictured. No cash alternative or substitution of the prizes will be allowed, except Organiser reserves the right in its sole discretion to substitute prizes of equal or greater value if any prize listed is unavailable, in whole or in part, for any reason. Betting and gaming taxes or levies due upon the award of the Grand Prize pursuant to the tax laws of the jurisdiction where a taxable event for such tax purposes is deemed to take place will be borne by Organiser to the extent permitted by law. All forms of other foreign, domestic or local taxes (including but not limited to individual and corporate income taxes) that may be imposed or assessed by any relevant jurisdiction as a result of participation of the Sweepstakes or the award of the Grand Prize, together with any interest, additions, penalties with respect thereto and any interest in respect of such additions or penalties shall be borne by and for the account of the Grand Prize winner. The winner will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release (the "**Prize Claim Documents**"). If a winner is under the age of majority in such winner's country of residence (a "**minor**"), at Organiser's option, the Grand Prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to

sign and return all Prize Claim Documents within five (5) days of prize notification, the winner may be disqualified and an alternate winner may be selected at random.

Save for cases of fraud and willful misconduct Organiser makes no warranties, and to the extent permitted by law 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, SUCH PRIZE IS 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 country) for reasonable advertising and/or publicity purposes in respect of the Sweepstakes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that the Organiser and/or the Promotion Entities (A) to the fullest extent permitted by law shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind incurred by that entrant 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. Nothing in this section shall limit Organiser's liability for (i) damages caused by willful misconduct or with gross negligence by Organiser, its legal representatives or executive staff and other assistants in performance; (ii) personal injury, damage to health and death caused intentionally or as a result of gross negligence on the part of Organiser, its legal representatives or assistants in performance. Without limiting the generality of the foregoing and except as otherwise required by applicable law, the Organiser and Promotion Entities are not responsible for incomplete, unsuccessful, illegible, misdirected, misprinted, late, lost, damaged, or 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. Organiser 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 in the Organiser's reasonable opinion 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 Organiser 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 or bulk entries, entries from agents, third parties or syndicated entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Organiser's satisfaction, the affected entry will be deemed ineligible. Organiser 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 Organiser'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 Organiser 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, country or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Organiser's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Organiser shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date due to circumstances outside the reasonable control of the Organiser, Organiser 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. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Organiser reserves the right to extend, withdraw, alter or suspend the Sweepstakes or these Official Rules at any time if circumstances beyond its control makes this unavoidable. 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.

**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 ORGANISER IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE NETHERLANDS. ANY AND ALL DISPUTES RELATING TO OR CONNECTED WITH THE SWEEPSTAKES AND/OR THESE OFFICIAL RULES WILL EXCLUSIVELY BE BROUGHT BEFORE THE COMPETENT COURT AT AMSTERDAM THE NETHERLANDS, UNLESS THE PARTICIPANT CHOOSES TO BRING A CLAIM IN THE COUNTRY OF HIS/HER RESIDENCE. THESE OFFICIAL RULES DO NOT AFFECT THE MANDATORY STATUTORY RIGHTS APPLICABLE IN ENTRANTS' JURISDICTION, TO THE EXTENT THAT ENTRANTS MAY BE ENTITLED TO SUCH MANDATORY STATUTORY RIGHTS.

**WINNERS LIST:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Taylor Guitars Promotions", c/o Taylor Guitars, Taylor-Listug, Operating, B.V., Maroestraat 113, 1060 LG, Amsterdam, The Netherlands. All such requests must be received within sixty (60) days after the end of the Promotion Period.

#### **COMPLAINTS**

Any complaints with respect to the Sweepstakes can be sent to [promotions@taylorguitars.com](mailto:promotions@taylorguitars.com) and the Organiser will aim to respond to a complaint within a month.

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