



QSC iTouchMix Sweepstakes Official Rules

Important: Please read these rules before entering this Sweepstakes (the “Sweepstakes”).
By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

Eligibility: The Sweepstakes is open only to individuals who are residents of the 50 United States or District of Columbia (excluding Puerto Rico) who are at least age 18 (or the age of majority in their jurisdiction of residence, whichever is older) at the time of entry. Directors, officers, members, managers, and employees of QSC, LLC (“*Sponsor*”), Instagram, Inc., Facebook, Inc., Twitter, Inc., and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

Sweepstakes Period: The Sweepstakes starts at 12:00:01 a.m. Pacific Time (PT) on January 13, 2020 and ends at 11:59:59 p.m. PT on January 19, 2020 (the “*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

How to Enter: To enter, during the Sweepstakes Period, complete the steps as instructed for any one of the following methods of entry:

- a. Instagram: (i) Log-in or join Instagram at www.instagram.com and set your account to “public” (joining Instagram is free); (ii) Follow @qscaudio on Instagram; (iii) post on Instagram a selfie showing you and a QSC TouchMix-8, TouchMix-16 or TouchMix-30 Pro mixer; and (iv) use the hashtags #itouchmix and #sweepstakes in your post.
- b. Facebook: (i) Log-in or join Facebook at www.facebook.com; (ii) post a visitor post to the QSC Facebook page <https://www.facebook.com/QSCAudioProducts/> of a selfie showing you and a QSC TouchMix-8, TouchMix-16 or TouchMix-30 Pro mixer; and (iii) use the hashtags #itouchmix and #sweepstakes in your post.
- c. Twitter: (i) Log-in or join Twitter at www.twitter.com (tweets must be set to “public” and joining Twitter is free); (ii) Follow @qsc on Twitter; (iii) post on Twitter a selfie showing you and a QSC TouchMix-8, TouchMix-16 or TouchMix-30 Pro mixer; and (iv) use the hashtags #itouchmix and #sweepstakes and tag @qsc in your post.
- d. Free Mail-In Entry: Mail a 3 x 5 card with your name and email address to TouchMix Sweepstakes, QSC Marketing, 1675 MacArthur Blvd., Costa Mesa, CA 92626.

By submitting an entry as instructed through any of the above methods (“*Submission*”), you agree that your Submission conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Submission or disqualify you from the Sweepstakes if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of all steps in one of the above entry methods and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Sweepstakes.

Limit: ONE ENTRY PER METHOD OF ENTRY DURING SWEEPSTAKES PERIOD. Any attempts to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. You may post multiple photos, but you will only receive one entry into the Sweepstakes during the Sweepstakes Period for each method of entry.

Submission Guidelines and Restrictions

- a. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and be owned by you, or alternatively, you must have the full rights to grant the license and rights you grant to Sponsor in Section 10 below.
- c. Your Submission must not (as determined in Sponsor's discretion): (i) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third party trademarks or logos.
- d. By providing a Submission, you warrant and represent that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice of any individual, you are the individual pictured and heard in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and can make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies with the Instagram, Twitter and Facebook terms of use; and (iv) the Submission complies with all requirements of these Official Rules.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Each wireless carrier's rate plan may vary, and you should contact your wireless carrier for information on data plans and charges relating to your participation in this Sweepstakes.

Identity of Entrant: All Submissions must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email or social media account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's sole discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the social media account on which the Submission is made or the email address provided for the mail-in entry. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

Selection and Notification of Winner: On or around January 22, 2020 Sponsor will select the name of one winner for the prize in a random drawing from among all eligible participants at Sponsor's headquarters as listed in Section 16 below. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via direct message on or about January 22, 2020. Except where prohibited by law, Sponsor may require each potential winner to sign and return, within five days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within five days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only three alternate drawings will be held, after which the remaining prizes will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S

ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

Prize: One winner will receive one QSC TouchMix-30 Pro digital mixer. Approximate Retail Value (“**ARV**”) of Prize: \$1,569.99.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of prizes (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prize or components of a prize. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturers standard warranties, the prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

Disclaimer: Sponsor, Instagram, Inc., Facebook, Inc., Twitter, Inc., and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees, and advertising, fulfillment, and marketing agencies (collectively, the “**Released Parties**”) will not be responsible for: (i) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (ii) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (iii) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (iv) any printing or typographical errors in any materials associated with the Sweepstakes.

Limitations of Liability; Releases: By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES’ LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ANY OF THE RELEASED PARTIES’ NEGLIGENCE OR FOR FRAUD.

Use of Winner's Name, Likeness, etc.: Except where prohibited by law, entry into the Sweepstakes constitutes permission to use each winner’s name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

License to Submission: By entering the Sweepstakes and providing your Submission in connection with the Sweepstakes, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license, (with the right to sublicense), to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use your Submission, or any portion thereof (including without limitation your name and likeness as shown and conveyed in the Submission), in connection with the Sweepstakes and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You will take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or

confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

Privacy: Please refer to Sponsor's Privacy Policy at <http://qsc.com/privacy-policy> for information about how Sponsor collects, uses and discloses your information.

Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after February 1, 2020 and before February 1, 2021 to the address listed in Section 16 below, Attn: iTouchMix Sweepstakes. To obtain a copy of these Official Rules, send a stamped, self-addressed business-size envelope to the address listed in Section 16 below, Attn: iTouchMix Sweepstakes.

Intellectual Property Notice: QSC and TouchMix are trademarks of QSC, LLC. The Sweepstakes and all accompanying materials are copyright © 2020 by QSC, LLC. All rights reserved.

Disputes: Except where prohibited by law, each entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of California or the appropriate state court located in Orange County, California. These Official Rules are governed by the laws of the state of California, without regard to choice of law or conflict of law doctrines. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Any attempt by an entrant or other individual to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC., TWITTER, INC., OR FACEBOOK, INC.

Sponsor: Sponsor: QSC, LLC, 1675 MacArthur Blvd., Costa Mesa, CA 92626.