

MARSHALL MECENAT BTS STARTER PACK SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A PERSON'S CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES. Participation in the Sweepstakes ("Sweepstakes") constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Zound Industries International AB ("Sponsor"), Centralplan 15, 111 20, Stockholm, Sweden. Winning a prize is contingent upon fulfilling all requirements set forth herein.

ODDS OF WINNING. The odds of winning depend upon the number of eligible entries received.

ELIGIBILITY. This Sweepstakes is open only to legal residents of Sweden who are registered Mecenat members that are 18 years of age or older as of date of entry. All directors, officers and employees of Sponsor, and their parent companies, subsidiaries, affiliates, and advertising and promotion agencies, are not eligible to participate in the Sweepstakes, as well as their immediate family members (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such director, officer, or employee, whether or not related, are not eligible to participate in the Sweepstakes. All US and EU federal, state and local laws, rules and regulations apply. Void where prohibited by law.

ENTRY PERIOD. The Sweepstakes begins at 12:01:00 AM Central European Time ("CET") on September 15, 2021, and ends at 11:59:59 PM CET on October 31, 2021 (the "Entry Period"). The Sponsor's computer system shall be the official timekeeper.

HOW TO ENTER.

Visit [<https://marshallheadphones.com/se/en/mecenat-bts-starter-pack.html>] and follow the instructions to sign up for email alerts (including providing your first and last name, mailing address, email address, telephone number and date of birth) to receive one (1) entry into the Sweepstakes.

Limit of one (1) Sweepstakes entry during the Entry Period. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected or stolen entries, which may be disqualified. Any attempt by entrant to obtain more than the permitted number of entries by using multiple/different email addresses, identities, registrations, or any other methods may void your entries and you may be disqualified from the Sweepstakes. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the authorized account holder of the e-mail address associated with the entry. "Authorized account holder" is defined as 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 institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the potential winner will be disqualified. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK**

DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

DRAWING. Sponsor will hold a random drawing on or about November 1, 2021 from among all eligible Sweepstakes entries received by Sponsor during the Entry Period and will select one (1) potential winner in the drawing from all eligible entries received.

WINNER VERIFICATION. The potential grand prize winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion. A potential winner will be notified by phone or e-mail provided on the entrant's entry form. **Note: phone messages will not be left during the winner notification process.** A potential winner is not a winner of any prize until his/her eligibility has been verified, he/she has signed an affidavit of eligibility and liability/publicity release ("Affidavit/Release"), and he/she have received notice from Sponsor that they have won a prize, even if any information on Sponsor's website on any other location indicates that an entrant has won. If the potential winner cannot be contacted within forty-eight (48) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation (including the Affidavit/Release) within the time stated on the notification (whether or not a potential winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the potential winner forfeits the prize in its entirety. If a potential winner forfeits a prize, Sponsor will select a substitute potential winner by random drawing of the remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled approximately seven (7) business days after the conclusion of the drawing.

PRIZE. The winner will receive one (1) Marshall Emberton Black (approximate retail value ("ARV") 1,595 SEK), one (1) Marshall Mode II (ARV 1,995 SEK), one (1) Marshall Major IV (ARV, 1,495 SEK) and one (1) Marshall Monitor II A.N.C. (ARV 3,195 SEK). **ARV of grand prize is 8,280 SEK.** Limit of one (1) prize per person/household for the Sweepstakes. The prize(s) is provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by the Sponsor. All prize details are at Sponsor's sole discretion. Prizes are non-transferable and non-assignable, and will be provided only to the winner, with no substitutions except at the Sponsor's sole discretion. The winner is fully responsible for any and all applicable federal, state, and local taxes associated with prize use or acceptance. All costs and expenses associated with prize acceptance and use not specified herein are the sole responsibility of the applicable winner. No interest will be paid on any prize. Other restrictions may apply.

RELEASE AND LIMITATION OF LIABILITY. By participating in the Sweepstakes, entrants agree to release and hold harmless Sponsor, Marshall and Instagram, and each of their respective parent companies, subsidiaries, affiliates, and advertising and promotion agencies, and their respective directors, officers and employees of each of the foregoing (the "Released Parties") from and against any claims, costs, injuries, losses and damages of any kind (including, without limitation, reasonable attorneys' and investigation fees, expert and consultant fees, and other litigation costs) (collectively, "Losses"), arising out of or in connection with the Sweepstakes, whether under a theory of contract, tort (including negligence), warranty or other theory, including: (a) lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; (b) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (c) any technical, mechanical, printing, or typographical or other error; (d) unauthorized human intervention in the Sweepstakes; (e) any prize that has been lost or stolen after being received by the recipient; (f) inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (g) injury or damage to any person or property that may be caused, directly or indirectly, in whole or in part,

from entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any prize, including any and all applicable federal, state, and local taxes; and (h) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again and to receive another entry. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. In the event that entrant breaches any of these Official Rules, Released Parties shall be entitled to and may seek indemnification, to the extent permitted by law, from entrant for recovery of all losses that may be incurred by Released Parties as a result of the aforementioned breach.

MISCELLANEOUS. The decisions of Sponsor are final with respect to all aspects of this Sweepstakes. The Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of Sweden, without regard to choice of law principles. Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the district court of Stockholm in Stockholm, Sweden; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. For purposes of these Official Rules, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Official Rules as a whole. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

PRIVACY POLICY. To participate in the Sweepstakes, the Sponsor must collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, in the United States and the European Union, or any location(s) throughout the world that the Sponsor deems necessary, whether within entrant's country of residence or elsewhere, and with such party(ies) as the Sponsor deems appropriate, for purposes of administration of the Sweepstakes. All information submitted to the Sponsor as part of this Sweepstakes will be treated in accordance with the Sponsors' privacy statement, available at <https://www.marshallheadphones.com/se/en/privacy-policy/privacy-policy.html>. Sponsor will only use entrant's personal information to: (a) provide information about the Sweepstakes; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from the Sponsor, to send additional information to that entrant during or after the Entry Period. Entrants to the Sweepstakes may be given the option to receive commercial e-mails from the Sponsor; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data the Sponsor requests to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries for additional entries in the Sweepstakes. Zound Industries is the data controller of the personal data collected in connection to the Sweepstakes.

Publishing on social media means that a transfer of your personal data will take place to a third country outside the EU/EEA area. The transfer will take place in accordance with applicable privacy protection

legislation, including the GDPR. In the third country, however, the GDPR does not apply, which may entail an increased risk in terms of privacy with regard to, among other things, the possibility for authorities in the third country to gain access to personal data and the ability to exercise control over personal data. The transfer is necessary for the competition entry to be published on social media. We may also share your personal data with our corporate affiliates, claims handlers, and other business partners both within and outside the EU/EEA.

You have the right to, at any time, withdraw your consent or object to us using your personal data for direct marketing purposes by contacting us at the address set out below. We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. If you would like to have i) a copy of the information the Sponsor holds about you, ii) a copy of the standard data protection clauses, or if you would like to i) rectify or erase personal data, ii) restrict the processing of personal data, iii) otherwise object to our processing, or iv) use your right to data portability, please contact us by email at gdpr@zoundindustries.com or write to us at Zound Industries, Centralplan 15, 111 20 Stockholm, Sweden. If you would like to lodge a complaint, please contact the supervisory authority in the country where you live.

PUBLICATION OF WINNER(S) AND WINNER(S) LIST. The winner(s) will be published on the Sponsor's website. Their first names, last names and city may be published on the Sponsor's Facebook and Instagram accounts and/or in the Sponsor's newsletter. These details about the winners may also be announced in further promotional communication from the Sponsor. To obtain a list of the names of the winners (first name, first initial of last name), interested individuals should send an e-mail to info@marshallheadphones.com.

SPONSOR. Zound Industries International AB, Centralplan 15, 111 20, Stockholm, Sweden.

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