

JAM AUDIO
#FTWWEDNESDAY CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR
CHANCES OF WINNING.

1. **Contest Period.** The JAM Audio #ftwwednesday Contest (the “Contest”) begins at 9:00 a.m. Eastern Standard Time (“EST”) on September 7, 2016 and ends at 11:59 p.m. EST on September 7, 2016 (“Contest Period”). Three (3) winners will be selected and announced at or about 12:00 p.m. EST on Thursday, September 8, 2016.

2. **How to Enter the Contest.** JAM Audio wants to know what’s your favorite genre of music. During the Contest Period, you can enter the Contest by: (a) visiting the Sponsor’s Facebook Page www.facebook.com/jamspeaker/ (“Sponsor’s Facebook Page”), (b) if you have not previously done so, “Like” the Sponsor’s Facebook Page; and (c) post a comment on what’s your favorite genre of music on the Sponsor’s Facebook page (the “Contest Theme”). Each comment is referred to as a “Submission” and together with any other content or information provided by Entrant in connection with the Contest, an “Entry”). The individual submitting the Entry is sometimes referred to in the Official Rules as an “Entrant.” The Entrant and members of his/her “immediate family” may be the only identifiable individuals shown or referenced by name in an Entry and all identifiable individuals appearing in an Entry must have provided their consent (or the parent/legal guardian of the minors have provided consent) for submission of an Entry and use of such Entry as contemplated in these Official Rules. In Sponsor’s sole discretion, anyone referenced by name or shown in an Entry (or the parent/legal guardian of any minors) may be required to execute and return consent forms/releases confirming the representations, warranties and grants of rights contemplated in the Official Rules. BY PARTICIPATING IN ANY ASPECT OF THIS CONTEST, EACH ENTRANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES OF THE SERVICE(S) SUCH ENTRANT USES TO ENTER THE CONTEST AND FACEBOOK. FAILURE TO ABIDE BY THESE OFFICIAL RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORM WILL VOID AN ENTRANT’S ENTRY IN THE CONTEST. ALL DECISIONS OF THE CONTEST SPONSOR AND ADMINISTRATOR ARE FINAL AND BINDING IN ALL RESPECTS.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. (“Facebook”). Each participant releases Facebook from any liability associated with his or her participation in the Contest. You understand that you are providing your information to Sponsor and/or its agents, and not Facebook. Information collected from Entrants is collected by the Sponsor. Information submitted by an Entrant in connection with the Contest will be used by Sponsor in accordance with Sponsor’s privacy policy, which may be reviewed at <http://www.jamaudio.com/privacy-policy>. In case of a conflict between Sponsor’s privacy policy and these Official Rules, these Official Rules shall govern. Sponsor reserves all rights to modify these rules at any time without notice.

Entrants may create a Facebook account at no cost by logging on to <http://facebook.com>. Creation of a Facebook account requires an Entrant to agree to Facebook’s Terms of Service and Privacy Policy available at <https://www.facebook.com/legal/terms> and <https://www.facebook.com/policy.php>, respectively.

If an Entrant chooses to enter using a cellular phone or mobile device, message and data rates may apply in accordance with your service plan.

Sponsor’s computer will be the official timekeeper for all matters related to this Contest.

LIMIT: Each Entrant may submit one (1) Entry during the Contest Period. Individuals submitting more than one (1) Entry per Platform will automatically be disqualified. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that, or Entrant who, does not comply with these Official Rules.

Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that Entrant’s Entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Facebook account, the authorized account holder of the email address used to register on the platform will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible

for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All Entries become the sole and exclusive property of the Sponsor and receipt of Entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. **Eligibility.** The Contest is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of the date of Entry submission and eligible in accordance with these Official Rules. Void in all other jurisdictions. Employees, contractors, directors and officers, and vendors of FKA Distributing Co., LLC (“Sponsor”), its subsidiary and affiliated entities, advertising, and fulfillment agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, “Contest Parties”), and the immediate family members of each (spouse, domestic partner, parent, child, sibling, grandparent, and spouse, domestic partner or “step” of each) and those living in the same households of each are not eligible to participate. The Contest is subject to all federal, state, municipal and local laws and regulations. Void where prohibited or where restricted by law in a manner inconsistent with these Official Rules.

4. **Requirements.** In order to have his or her Entry entered into the Contest and eligible for winning, prospective Entrants must comply with Entry requirements when submitting each Entry. Each Entry must be suitable for family audiences, and must not, without limitation, contain any content that:

- is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- contains profanity or sexual content;
- promotes alcohol, illegal drugs, tobacco, firearms or weapons;
- promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services;
- is unlawful, in violation of or contrary to the laws or regulations of the United States or any State;
- has been copied or plagiarized. All Entries must be the sole, original work of the designed Entrant;
- is proprietary to a third party, contains any third party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light);
- appears to have results in any injury or bodily harm; and/or
- is lewd or inappropriate or offensive or not in keeping with Sponsor’s image,
- including acts of violence or acts that are otherwise objectionable to Sponsor.

Any Entry or portion thereof that, in Sponsor’s sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of Entrant will not be posted online (or may be removed if previously posted) and will be disqualified from the Contest. Any Entry not in compliance with the above and that does not meet Facebook’s requirements may be disqualified. In the event that an Entry or Submission is edited, removed and/or disqualified, Entrant is not relieved from responsibility for compliance with these Official Rules. Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and winner acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind. By entering, you agree to waive any rights you may have to any Entry submitted, including any and all moral rights that exist in Entry and any derivative works made therefrom.

5. **Representations Regarding Entries; Grant of Rights.** By submitting an Entry in connection with the Contest, each Entrant represents and warrants to Sponsor that: (i) the Entry is the original work of the Entrant and that Entrant has the sole right to submit it to the Contest; (ii) the Entry does not violate in any way rights of third parties, including but not limited to copyright and other intellectual property, privacy or publicity rights; (iii) the Entry does not violate any applicable laws; (iv) Entrant has obtained all necessary licenses or permissions from all third parties for submission into the Contest and for use as contemplated in these Official Rules; (v) the posting and/or display of the Entry and any other use contemplated in the Official Rules will not violate rights of any parties or otherwise breach any provision of any applicable law or regulation; and (vi) use and posting of the Entry or any part of the

Entry in connection with the Contest or as otherwise permitted by these Official Rules is and will be without any further review, notice, approval, consideration or compensation (except for any awarded prize as contemplated in these Official Rules), regardless of whether the Entry is a winning Entry.

Each Entrant hereby grants to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted, license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Entry worldwide and/or to include, in part or in whole, any Entry in other works in any media now known or later created, anywhere and forever, without further review, notice, approval, consideration or compensation. Except where legally prohibited, submission of an Entry into this Contest constitutes Entrant's irrevocable permission for Sponsor to use the Entrant's Entry, name and city and state or province of residence, in whole or in part, in print, electronic media, broadcast media, or any other media or manner, whether now known or later created, in perpetuity, in any way Sponsor deems appropriate in connection with promoting the Contest and Sponsor's business, products and service or any other purposes without further review, notice, approval, consideration or compensation. By accepting a prize, each prize winner further grants to Sponsor and those acting under its authority the right to use his/her Entry, name and city/state of residence for advertising and or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation and to release his or her name as a winner of a prize in the Contest. Entrants agree not to issue any publicity concerning the Contest Parties and Entrant releases the Contest and/or Contest Parties from all claims arising out of the use of the Entry.

6. **Winner Selection and Notification.** Selected Entrants (tentative prize winners, subject to verification) will be selected in the random drawing as specified in Section 1. Odds of winning depend on the number of eligible Entries received during the Contest Period. Sponsor or its designee will attempt to notify selected Entrants via Facebook. Subject to verification by the Contest Sponsor, the selected Entrant will be deemed the prize winner. Non-compliance or the return of any prize or prize notification as undeliverable may result in disqualification and selection of an alternate Entrant. The prize will be shipped to the address provided within ten (10) business days after winner selection and verification. The prize cannot be shipped to P.O. Boxes. If any prize is returned as non-deliverable such prize will be forfeited and an alternate winner will be selected, if possible. Prize award is subject to verification of eligibility and compliance with these Official Rules, and winner agrees to be bound by the Official Rules and the decision of the Sponsor, whose decisions are final on all matters relating to this Contest. Limit one (1) prize per person or household.

7. **Verification of Winner.** Potential winners will be required to email Sponsor with the desired prize delivery address within one (1) calendar day or any other time frame designated by Sponsor in order for his/her prize to be claimed and delivered. Winner may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release within two (2) days of receipt. Additionally potential winners may be required to obtain releases from any and all third parties identified in their respective Submissions. If any winner is considered a minor in his/her jurisdiction of residence, an Affidavit of Eligibility and Liability/Publicity Release must be signed by his/her parent or legal guardian. If any potential winner: (a) cannot be contacted within one (1) calendar day of first notification attempt; (b) does not provide the prize delivery address in the time frame designated by Sponsor; (c) rejects his/her prize; (d) if any prize or prize notification is returned as undeliverable or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and an alternate winner will be selected, if possible. Upon prize forfeiture, no compensation will be given.

Potential prize winners agree to the use of his/her name, address, likeness and/or prize information for editorial, advertising and promotional purposes in any medium without additional compensation to the extent permitted by law. Prize claims and entries are the sole property of Sponsor and will not be returned. Acceptance of any prize shall constitute and signify the prize winner's agreement and consent that Sponsor and its designees may use the prize winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Administrator, Released Parties (as defined in Section 11, below) and any licensee of Sponsor or Administrator against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

8. **Prizes and Approximate Retail Value (“ARV”).** Three (3) winners will be randomly selected to each win a JAM Classic 2.0 HX-P190 (ARV \$24.99). Total prize approximate retail value is \$74.97. The prize is nontransferable and no substitution of a prize by winner is allowed. Sponsor may substitute prize and reserves the right to award prize (or portion of prize) of equal or greater value, in its sole discretion. Sponsor and its agencies assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of prize or participation in the Contest. Sponsor reserves the right to request from any Entrant additional documentation it reasonably believes is necessary to validate any Entry or to award a prize. All federal, state, and local taxes and any expenses, costs, or fees associated with the acceptance and/or use of any prize are the sole responsibility of the winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE(S) ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. **General Rules.** By participating, Entrants agree to these Official Rules and the decisions of Sponsor or the Administrator, as applicable, with respect to the Contest and the awarding of prizes, which shall be final and binding in all respects. Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the Entries in this Contest, or for any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest process, then Sponsor reserves the right at its sole discretion to cancel the Contest. In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from selecting a winner or continuing with the Contest 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 (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “Force Majeure” event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. Only the 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 Official 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.

10. **Disqualification/Termination.** Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, or stolen Entries or prize notifications. 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 Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, 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. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest 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 Contest as contemplated herein.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATLY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE

RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **RELEASE.** BY PARTICIPATING IN ANY ASPECT OF THE CONTEST, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR, CONTEST JUDGES, CONTEST PARTIES, THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, RETAILERS, ADVERTISING AND CONTEST AGENCIES, ANY PLATFORM YOU USE TO PARTICIPATE IN THE CONTEST, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE CONTEST (INCLUDING, WITHOUT LIMITATION, PREPARING FOR OR PARTICIPATING IN OR SUBMITTING ANY ENTRY AND/OR FROM ANY CONTEST RELATED ACTIVITY AND FOR ALL CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION) OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE CONTEST, AND IN NO EVENT SHALL THE CONTEST PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE CONTEST, THE OPERATION THEREOF, OR ANY ENTRY, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN COMPOSITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Contest; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the Entry process or the Contest; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of this Contest, the uploading, the processing or random selection of Entries, the announcement of the prizes or in any Contest-related materials; (e) late, lost, undeliverable, damaged or stolen mail; (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in this Contest or receipt or use or misuse of any prize; (g) costs associated with claiming or redeeming the prizes; nor (h) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. The Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable Entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged Entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor shall not be responsible for any occurrences resulting from the Entrant's connection to the internet via Sponsor's Facebook Page. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. The Released Parties are not responsible for any unauthorized third party use of any Entries.

12. **Disputes and Governing Law.** Entrants/winners agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the state of Michigan; Entrants/winners submit to sole and exclusive personal jurisdiction to said courts in the state of Michigan for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrants/winners be permitted to obtain awards for and Entrants/winners hereby waive all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants/winner or the Released Parties in connection with this Contest shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of Michigan, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Michigan.

13. **Winners List.** For the names of the winner, available online prior to December 31, 2016, visit _____. To receive a copy by mail, send a self-addressed stamped envelope (except where not required by applicable law) to the Contest Sponsor, FKA Distributing Co., LLC d/b/a HMDX, 3000 Pontiac Trail, Commerce Township, Michigan 48390 (the "Contest Address"). Limit one request per outer mailer which should be marked "Homedics #ftwwednesday Contest Winners List Request." Requests must be received by December 31, 2016.

14. **Sponsor and Administrator.** Sponsor and Administrator of the Contest is FKA Distributing Co., LLC, d/b/a HMDX, 3000 Pontiac Trail, Commerce Township, Michigan 48390. Any comments or complaints regarding the Contest should be directed to the Contest Address.

15. **Privacy; Use of Data.** Sponsor collects and uses Entrants' personal information for the purpose of administering this Contest. Please see Sponsor's Privacy Policy here: <http://www.jamaudio.com/privacy-policy>. By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK.