

# Terms & Conditions

These Terms and Conditions apply to Sunnery James & Ryan Marciano (SJRM) “**MIAMI TRIP**” Promotion (hereinafter referred to as “the Promotion”) made available at the SJRM website [www.sj-m.com](http://www.sj-m.com) and via SJRM and JBL Facebook & Instagram.

The Promotion is open to participants worldwide (“Participating Country”). The organizer is the private limited company under Dutch law SJRM Entertainment B.V. (hereinafter to be referred to as “the Sponsor”), together with Harman International (hereinafter to be referred to as “the Partner”), it being understood that the Sponsor’s activities shall be run either by the Sponsor or Partner itself or by the relevant affiliate, located in the Participating Country concerned.

Within the context of the Promotion, a prize shall be given away to the winning participant selected by the Sponsor, or its affiliate. In order to qualify for a chance to win a prize, participants must register via contest page and agree to these Promotion Terms and Conditions.

## Grand Prize

The following Grand Prize will be awarded to two (2) potential winner selected at random from among all eligible participants who register via the contest page. The winners can bring one (1) guest each, each guest must be age eighteen (18) or over. The Winners will receive a trip for two (2) to Miami, USA from March 21, 2018 – March 24, 2018, consisting of the following:

- Two (2) round trip economy-class flight tickets from the destination airport closest to the Winner’s residence, to the airport of Miami, Florida;
- Two (2) VIP tickets to LIV Miami for the Sunnery James & Ryan Marciano show
- Two (2) VIP tickets for the special pool party with Sunnery James & Ryan Marciano
- JBL Goodie bags
- Three (3) nights’ hotel accommodation in Miami
- Meet and greet with Sunnery James & Ryan Marciano in LIV Miami
- Ground transportation to South Beach from Miami Airport and to Miami Airport from Miami South Beach

Promotion Period: from February 19<sup>th</sup>, 2018 to March 11<sup>th</sup>, 2018 at 23:59 CET. Winners shall be notified per e-mail on or before March 14<sup>th</sup>, 2018 The winner must respond within 48 hours after receipt of such notification.

## Prize restrictions

No substitution, transfer, or cash redemption of any prizes (or parts thereof) permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Winners cannot assign or transfer their prize to another person or business.

All expenses and travel costs not expressly stated above are the responsibility of each individual Winner and guest and shall be borne and paid by themselves. Delivery of prize and travel arrangements will be made after Sponsor verifies that Winner has met all eligibility requirements. Winners and guests are responsible for obtaining any insurance, if required or desired, and all necessary documentation for travel as well as covering all associated costs.

All Winners and guests must abide by the terms, conditions, policies of LIV Miami, all venues Winners get tickets to, the respective hotel arranger for the Winners and its parent, subsidiaries and affiliates, selected airlines, and any other third-party service provided as part of the Prize. Sponsor, Administrator, the selected airline, Released Parties, and any of the third-party vendors who provide the services as part of the Prize reserve the right to remove or to deny entry to any event or form of transportation. Winner and/or his/her guest(s) who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the hotel, flight, or transportation or any event that Sponsor provides Winner/guest access to.

### **Participation conditions**

Participation in the Promotion(s) is non-recurring, which means contestants may participate only once with 1 submission, 1 e-mail address and 1 IP address.

Participation is free of charge, voluntary and takes place by filling in the required details on the SJRM website, by submitting your application on-line and the subsequent acceptance thereof by the Sponsor or its affiliate. Participation in the Promotion means the unconditional acceptance by the participant of these Terms and Conditions, without any reservation or limitation, including each subsequent Sponsor decision relating to this Promotion.

Participation in the Promotion is limited to 1 entry. Once the entry threshold has been reached, further participation with each subsequent product purchase is not possible. Entry will be monitored by the order details, including the e-mail address and IP address.

Participation in the Promotion is open only to natural persons residing within the Participating Countries and who are 18 years or older.

During the entire Promotion Period, participants must have a valid identification (i.e. passport), and, immediately on request, make a copy thereof available to the Sponsor or its affiliate, and be available for identification thereafter.

Employees of the Sponsor and/or Partner and of all affiliated companies, subsidiaries and advertising/promotion agencies and their immediate family members are barred from participation.

In order to qualify for participation and to enter the contest to possibly win a prize, participants must enter a valid e-mail address on the participation application form. Participants are also obliged to furnish all other desired information, failing which participation shall not be possible and/or the prize shall not be awarded and not available for collection.

Participants agree that the IP address of their computers shall be stored by the Sponsor and/or Partner and used for identification purposes. The Sponsor and/or Partner shall not disclose this information to third parties.

The Sponsor retains the right to reject participants if they do not act in accordance with these Terms and Conditions.

In the event the participant desires to be excluded from the Promotion, participant shall send an email to [info@sj-rm.com](mailto:info@sj-rm.com) using subject 'MIAMI TRIP Promotion exclusion' and in the email the relevant participant details.

Incorrect, illegible, incomplete, late or incorrectly addressed entries shall not be processed. The Sponsor and/or the Partner and its affiliates shall not be liable for inadequate entries as a result of errors or technical failures of any nature whatsoever, including a poorly functioning network, hardware or software, irrespective of whether problems arise with the sender or the Sponsor.

The Sponsor and/or the Partner retain the right to disqualify entries if the Sponsor and/or Partner is of the opinion that either abuse exists or aspects of the contest are being violated.

## **Consent**

Except when such is prohibited by law, participation in the Promotion entails participants granting express and unconditional consent to the publication of their names and photos in all media for commercial or promotional purposes, without any limitation or claim to any consideration/compensation by the Sponsor.

Participants guarantee to the Sponsor that they are the entitled parties to the visual and/or text material supplied by them and that they have received from all the persons visible in the visual material and/or referred to in the text material supplied by them the required consent for the publication and reproduction of the picture(s) and text(s). The participant in question shall, if requested, unconditionally supply the Sponsor free of charge with evidence thereof immediately upon request. Further, participants guarantee the Sponsor and its affiliated parties that (i) by publishing and reproducing the supplied visual or text material, no rights of third parties are infringed upon and (ii) indemnify the Sponsor and all its affiliated enterprises and third parties whose services have been engaged by Sponsor for claim purposes in that respect.

In addition, participants guarantee that they possess all rights and consents required by law that make it possible for the Sponsor and/or Partner and/or their affiliated parties to publish or reproduce the visual and/or text material as supplied by the participants, whether or not for commercial purposes and in all possible manners, to which the participants expressly grant consent in the broadest sense of the word.

The supplied visual and/or text material may not be of an offensive, obscene, vulgar, racist, sexist and/or pornographic nature. If the Sponsor and/or Partner believes that material violates good taste and morals, the Sponsor and/or Partner can then proceed with the removal in whole or in part and/or the exclusion of participants from further participation.

## **Personal details**

The Sponsor and/or the Partner or their affiliates shall collect only those personal details that have been expressly and freely given by the participants in the Promotion who visit the SJRM website. When the SJRM website is visited, specific data are automatically supplied by the participants' computers. Personal details that are furnished shall be used only for the purpose for which the participant has furnished the data. The Sponsor shall also use these details to contact participants to give them information as well as to analyse details, including market research.

The personal details furnished by the participant shall be processed under the responsibility of the Sponsor and the Partner. The Sponsor and the Partner shall handle the personal details in accordance with the applicable statutory requirements. These personal details shall not be furnished to third parties without prior consent, except in the event the Sponsor or the Partner are obliged thereto on the basis of statutory provision or a court decision.

The Sponsor shall use the furnished personal details for this Promotion. If participants have given their consent thereto, the Sponsor may also use the personal details to approach participants in writing or digitally or otherwise with information on products and promotions of Sponsor and/or Partner.

The Sponsor uses Google Analytics and small text files called cookies. Cookies are used to monitor activities on the website and to analyse traffic. These make it possible for the Sponsor to match the service and provision of information to the desires of visitors. Google processes personal details on

its servers in the United States and in other countries. Therefore, in specific cases, Google shall process your personal details outside of the Netherlands. Your participation in the Promotion is exclusive consent to the use of your personal details as set forth herein.

For information on the use of cookies, please see our privacy policy, which can be found on the SJRM Website.

### **Contest rules**

Participants register for the Promotion via the relevant SJRM website (see further [www.sj-rm.com](http://www.sj-rm.com))

Participants may participate and register only once.

The date and the time of registration must be within the Promotion Period stated above. In the event one of the provisions stated in these Terms and Conditions is infringed upon, participation shall by operation of law become null and void, possible claims to prizes shall lapse and the participant shall be excluded from further participation.

### **Announcement of winners**

Only participants that meet all conditions shall qualify for the available prize.

The Sponsor or its affiliate shall announce to the prize winner per e-mail and the manner in which the prize shall be distributed.

Participants of the MIAMI TRIP Promotion that receive a message that they have won must reply within 48 hours of dispatch of the relevant message and be able to show that they have met all conditions, failing which the Sponsor retains the right to designate a runner-up as winner and shall proceed therewith.

The prize winner must identify himself/herself immediately upon request in order for the prize to be awarded.

For the presentation of the prize to the winner, the Sponsor, the Partner or their affiliates, shall assume dispatch and correspondence to the participant's address in the authorized country concerned, as provided in the application form (along with other relevant personal details) by the participant.

The Sponsor and/or Partner shall not replace the prize, the notification or its contents in which the prize is awarded if it is lost after dispatch or destroyed.

In the unlikely event the prize turns out not to be available, the winner shall receive a replacement prize. The Sponsor and/or Partner retain the right at all times to replace a prize with a similar prize of corresponding value, whereby the prize or the replacement prize can deviate from the original prize.

No correspondence regarding the results is permitted. An e-mail shall be sent to the winners at the given e-mail address.

In the event of a dispute between a participant and the Sponsor and/or Partner, correspondence shall be sent to the owner of the e-mail account linked to the participation entry.

If a winner cannot be reached at all or in due time for any reason whatsoever, the right to the prize shall lapse and the Sponsor shall proceed with awarding the prize to one of the so-called runners-up.

## **Publicity**

By participating in this promotion, each participant agrees to be bound by these Terms and Conditions and irrevocably grant the Sponsor, Partner and their respective successors, assigns and licensees the right to use such participant's name, voice, photograph, video or film clips, biographical information and/or other visual likeness in any and all media or formats known or later developed without any further compensation, permission or notification for any purpose, including without limitation, commercial, advertising and promotional purposes in connection with Sponsor's & Partner's website and Sponsor's & Partner's social media accounts.

## **Exoneration**

The Sponsor, the Partner, the enterprises affiliated with it, the agents whose services have been engaged by the Sponsor or third parties cannot be held liable for any actions ensuing from this Promotion and the damage and/or loss ensuing therefrom to the extent such exclusion is permitted by law.

To the extent any liability of the Sponsor and/or Partner, or their affiliates, exists, this liability shall never relate any damage and/or loss other than direct damage and/or loss. The Sponsor and/or Partner and their affiliates shall have no liability whatsoever with respect to indirect, special, incidental, consequential damage and/or loss, which are hereby expressly excluded.

The Sponsor and/or Partner and their affiliates are not liable for non-entries, damaged, incomplete, late or incorrectly addressed entries due to transfer errors or technical failures of any nature whatsoever, including the faulty functioning of a network, hardware, software, etc.

In addition, the Sponsor and/or Partner and their affiliates shall accept no liability if a prize is not received at all or later than planned.

The Sponsor and/or Partner, their affiliates, or the systems administrator of the Sponsor, Partner and/or of their affiliates is not liable for its systems being violated (*hacking*) as a result of which specific information of or concerning the participants becomes known to third parties.

The Sponsor and/or Partner and their affiliates are neither responsible nor liable for defects in the prizes issued by Sponsor and/or Partner and their affiliates. The Sponsor and/or Partner and their affiliates give no guarantee for the prize to be issued by Sponsor and/or Partner and their affiliates to the extent such exclusion is permitted by law.

## **Other provisions**

In the event fraud or manipulation is suspected, the Sponsor and/or Partner and their affiliates can also report to the competent authorities without further announcement.

The Sponsor and/or Partner retain the right to stop the Promotion and/or to prematurely amend these Terms and Conditions of the Promotion at any time without stating reasons. In that case, an amended version of the Terms and Conditions of the Promotion shall be placed as quickly as possible on the relevant corresponding SJRM website, stating the date of the amendment.

Questions regarding the Promotion can be addressed to the local participating affiliate, listed on the relevant website.