

YAMAHA CORPORATION OF AMERICA

WIRELESS HEADPHONES 2021 SWEEPSTAKES
(THE "SWEEPSTAKES")

OFFICIAL RULES

1. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN. The Sweepstakes is open to legal residents of and who currently reside in the 50 United States (including District of Columbia), are 18 years of age or older at time of entry, who have access to the Internet throughout the Sweepstakes, and are Yamaha My Account members. My Account Membership is free. Employees of Yamaha Corporation of America ("Yamaha" or "Sponsor") and its parent, subsidiaries, affiliates, dealers and their immediate family members (spouse, parents, children and siblings and their respective spouses) are ineligible to enter and win. Void where prohibited by law, regulation and ordinance, and in U.S. possessions and territories. By participating in this Sweepstakes, entrants agree to these Official Rules and Yamaha's Privacy Policy, as stated herein.

2. SWEEPSTAKES PERIOD. The Sweepstakes begins January 21, 2021 at 4:00 p.m. (PT) and ends February 28, 2021 at 11:59:59 p.m. (PT) ("Sweepstakes Period").

3. ENTRY. There are two ways to enter:

- 1) **ONLINE ENTRY:** During the Sweepstakes Period, visit the **SWEEPSTAKES** page at https://usa.yamaha.com/products/contents/audio_visual/staytrue/index.html and follow the instructions to complete the Sweepstakes Entry Form with all of the required information. If you are not already a My Account member, you must join online at usa.yamaha.com. Becoming a My Account member is free. All designated information on the My Account enrollment page and Sweepstakes Entry Form must be submitted to create an eligible Online Entry. Online Entries must be received by Yamaha no later than 11:59:59 pm (PT) on February 28, 2021.
- 2) **MAIL-IN ENTRY:** During the Sweepstakes Period, you may enter by hand-printing your name, age, street address, city, state and zip code, and email address used in your My Account registration on a piece of paper and mailing it in an envelope with first-class postage to Yamaha Corporation of America, 6600 Orangethorpe Avenue, Buena Park CA 90620, Attention: **STUDIO 60, WIRELESS HEADPHONES 2021 SWEEPSTAKES**. Mail-In Entries must be postmarked during the Sweepstakes Period and received by Yamaha no later than March 8, 2021.

Limit one Entry per person and per My Account regardless of the method of entry. No automated or mechanically reproduced entries accepted; incorrect, incomplete, untimely, lost, misaddressed, misdirected or unverifiable entries are void. All entries become the property of Yamaha and will not be returned. Proof of online submission is not proof of receipt. Sponsor's database computer is the official timekeeping device for the Sweepstakes.

4. ODDS. The odds of winning will depend upon the total number of eligible entries received.

5. WINNER SELECTION, NOTIFICATION AND ACKNOWLEDGEMENT. Winner(s) will be chosen by random drawing from all eligible entries received. Potential winner(s) will be notified by email using the contact information submitted with the Entry. Any potential winner must respond to Yamaha's email notification within 1 week or winners may be disqualified, and his/her prize may be awarded to an alternate winner. If any prize notification is unclaimed or returned as undeliverable, or in the event of non-compliance with these Official Rules, the prize will be forfeited and may be awarded to an alternate winner. Winner agrees to allow Yamaha to use Winner's name (whether in print publication, online, or other means of communication), without compensation, to notify the public of your winnings.

Winners are solely responsible for all federal, state and local taxes, and winner may be issued an IRS Form 1099 for the value of the prize. Winner may be required to sign an Affidavit of Eligibility and Liability and Publicity Release indemnifying the Released Parties (as defined below) from all liability related to the awarded prize and confirming Yamaha's right to use the winner's name for publicity purposes. Each potential winner may also be required to sign one or more additional

agreements to confirm all terms of these Official Rules, as well as an IRS Form W-9. Failure to sign and return any documents when requested, or the providing of any false or incomplete information, may result in disqualification.

6. DRAWING DATE, PRIZE AND VALUE. The following identifies the drawing date, number of potential winners, prize available, and approximate retail value throughout the term of the Sweepstakes:

Drawing Date	Place Prize	Number of Potential Winners	Prize	Approximate Retail Value
On or about March 10, 2021	1st Place Prize	1	Yamaha YH-E700A Wireless Headphones	\$349.95
On or about March 10, 2021	2nd Place Prize	1	Yamaha EP-E70A Wireless Headphones	\$269.95
On or about March 10, 2021	3rd Place Prize	1	Yamaha TW-E3A Wireless Headphones	\$129.95

The total approximate retail value of all prizes is \$749.85. Prizes include the available manufacturer's warranty. No prize substitutions, cash equivalent or transfer of prizes permitted except at the sole discretion of Yamaha. Yamaha is not responsible for lost or misdelivered prizes due to entrant's inaccurate or improper address information. Yamaha is not responsible for lost, stolen or damaged prizes, once received and in the possession of prizewinner. Yamaha retains the right to substitute prizes of equal or greater retail value in the event any advertised prize becomes unavailable.

7. INTERNET. If, for any reason, Yamaha is unable to conduct this Sweepstakes as planned due to technical failures, such as those caused by a computer virus, hacking, other unauthorized interference, fraud, or any other cause beyond the control of Yamaha which obstructs or otherwise adversely affects the proper administration, reliability, fairness, or integrity of the Sweepstakes, Yamaha reserves the right, at its sole discretion, to disqualify any person found to have interfered or tampered with the Sweepstakes, and if deemed necessary by Yamaha in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. In such circumstances, and if practical to do so, Yamaha will endeavor to award the advertised prize(s) among all eligible entries received that were unaffected by the problem. Yamaha assumes no responsibility for any failure in transmission, however caused, including any omission, interruption, deletion, defect, communications line failure, theft or destruction of information or unauthorized access to entries, their damage or alteration. Yamaha is not responsible for its failure to receive any email or entry due to software failure, technical problems, human error or transmission congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an Entrant's, or any other person's, computer relating to or resulting from participation in this Sweepstakes or downloading of any materials in this Sweepstakes. CAUTION: YAMAHA RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER PENALTIES, OR REMEDIES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY PERSON(S) ATTEMPTING TO DELIBERATELY INTERFERE WITH THE CONDUCT OF THIS SWEEPSTAKES OR TO DAMAGE THE WEBSITE. Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, or 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 Sweepstakes, or to annoy, abuse, threaten or harass any other person, or who has previously been barred from any Yamaha offers, social media or other activities, may be disqualified from this Sweepstakes and any future Yamaha Sweepstakes, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. If a dispute arises over the identity of the person who transmitted an entry associated with an identified email address, the "Authorized Account Holder" of the email address submitted at time of entry will be deemed to be the Entrant. The "Authorized Account Holder" is defined as the natural person assigned to an email address by an internet access provider, online provider or other organization (e.g. business, education institution, etc.) responsible for assigning email addressees for the domain associated with the submitted email address. Any entry sent using an automated sending device will not be accepted and will not be considered a valid entry.

8. PRIVACY. Personal data collected in connection with this Sweepstakes is governed by Yamaha's Privacy Policy posted at https://usa.yamaha.com/privacy_policy/index.html. By participating in this Sweepstakes Entrants further agree to receive information via email from Yamaha regarding the Sweepstakes. If Yamaha sends future communications via email to Entrants on other topics, Yamaha will provide the opportunity to opt-out.

9. **RELEASE.** By participating in this Sweepstakes, all entrants and winners release, discharge, and hold harmless Yamaha Corporation of America and its parent company, partnerships, subsidiaries, divisions, branches, affiliates, assigns and agencies, including, without limitation, their respective officers, directors, shareholders and employees (collectively "Released Parties") from and against any and all liability or claims for any and all legal claims, injury, loss, illness, litigation or damages arising out of their participation in the Sweepstakes and/or the acceptance, use, misuse, non-use or possession of the prize. Any portion of the prize not accepted by Winner will be forfeited, and the Released Parties are not responsible for any inability of the Winner to accept or use the prize (or portion thereof) for any reason. Released Parties are not responsible for printing or typographic errors in any Sweepstakes or related material or for stolen, lost, late, misdirected, damaged, incomplete, postage due, and/or illegible entries or mail. If, in Yamaha's opinion, there is any suspected or actual evidence of a virus, bug, tampering, unauthorized intervention, fraud technical failures or other causes beyond Yamaha's control corrupt the administration, securities, fairness integrity or proper play of the Sweepstakes and award the prize from all eligible entries received to date tampering with any portion of the Sweepstakes, Yamaha reserves the right in its sole discretion to disqualify any individual and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and award the prize using all non-suspect eligible entries received as of the date of such action. If any dispute arises regarding the meaning or interpretation of these Official Rules, participants agree that the dispute shall be resolved by applying the laws of California and that it shall be resolved by and within the courts of that state. ***For New Jersey residents, the limitations on damages set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

10. **GENERAL CONDITIONS.** All federal, state and local laws apply. Yamaha Corporation of America is the final interpreter of these Official Rules. The decisions of Yamaha are final in all matters relating to the Official Rules.

11. **WINNER'S LIST.** Winners will be identified within 30 days after the end of the Sweepstakes at <http://www.yamaha.com/us/promo/Sweepstakeswinners>; or for a written winner's list, send a self-addressed stamped envelope to Yamaha Corporation of America, 6600 Orangethorpe Avenue, Buena Park CA 90620, Attention: **STUDIO 60, WIRELESS HEADPHONES 2021 SWEEPSTAKES.** Requests must be received by June 30, 2021.

12. **SPONSOR.** Yamaha Corporation of America, 6600 Orangethorpe Avenue, Buena Park CA 90620.