

**FREE GIFT WITH PURCHASE OF ANY PRODUCT AT  
THE HARMAN STORE IN NEW YORK  
("THE PROMOTION")  
TERMS AND CONDITIONS**

- 1. Eligibility:** The Promotion is open to persons who are eighteen (18) years of age or older as of the Promotion Start Date defined below. The Promotion is sponsored by Harman International Industries, Incorporated, 400 Atlantic Street, Stamford, CT 06901 (the "Sponsor"). Any employees, supervisors, contractors, vendors (and members of their immediate families) of Sponsor, its joint venture companies, subsidiaries, parent, or affiliates are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Valid only for in-store purchases at the HARMAN Store New York, NY. Void where prohibited.
- 2. Promotion Period:** The Promotion begins at 9:00 a.m. U.S. Eastern Time ("ET") on the Promotion Start Date set forth in the table below and ends at 6:00 p.m. ET on the Promotion End Date set forth in the table below (the "Promotion Period").

<b>Promotion Start Date</b>	<b>Promotion End Date</b>
November 27, 2020	November 30, 2020

- 3. How To Participate In The Promotion:** Purchase any product(s) at the Harman Store during store hours located at 527 Madison Ave., New York NY, 06901 ("Harman Store") during the Promotion Period ("Qualifying Purchase"), show the receipt to an on-site brand ambassador, and select an ornament from the tree to reveal one (1) of the following free gifts: jerseys, t-shirts, shoes, hats, boxing gloves, baseballs, or basketballs autographed by Kemba Walker, Giannis Antetokounmpo, Julius Randle, other NBA players or Bebe Rexha;; JBL hat, tote, backpack, socks, jersey, scarf, blanket, or pop socket (the "Gift").
- 4. Restrictions:** Qualified customers will receive one Gift once the ornament is selected and shown to the brand ambassador. Approximate Retail Value ("ARV") of each Gift varies: \$20.00-\$500.00. Offer is valid during the Promotion Period, **while supplies last**; provided, however, that Sponsor reserves the right to substitute a Gift with a gift of equal or greater value should any one of the advertised Gifts become unavailable for any reason. Harman further reserves the right to ship the Gift, if Gift is not available at the time of purchase, provided customer provides a valid shipping address. Only one (1) Gift per household.

Participants are solely responsible for any and all federal, state, and local taxes on the Gift. Gift may offer or require data usage and/or subscription services which are not included.

- 5. Returns/Exchanges:** Product returns and exchanges can be made in store at 527 Madison Avenue, New York, NY. Harman maintains a 30-day return policy. All returns must be accompanied with a receipt and the original packaging. Returns over \$250.00 will receive a refund check mailed within 14 business days. When returning an item that included a Gift, please be sure to include the Gift with the return or the refund amount will be adjusted to deduct the retail price of the Gift. Additional terms and restrictions may apply.
- 6. No Liability and Indemnification:** By participating in this Promotion, participants agree to be bound by these Terms and Conditions. Participants also agree to release, discharge, indemnify and hold harmless Sponsor, MLB, Bebe Rexha, Kemba Walker, Giannis Antetokounmpo, Julius Randle, and all other NBA players who autograph any Gift in this Promotion (each an "Indemnified Party" or collectively the "Indemnified Parties"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with any Indemnified Party, and the owners, managers, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities), and each of their respective parent companies, subsidiaries, affiliates, officers, directors, managers, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives and agents (collectively "Releasees") from and against any claims, actions, liabilities, losses, injuries, or damages, disabilities, attorneys' fees, and costs of litigation and settlements, as well as any liabilities due to any injuries, damages or losses to any persons (including, without limitation death to participants, or any third parties) or real property of any kind resulting in whole or in part, directly or indirectly, by any reason, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any Gift, (ii) participation in any activity, event, or excursion offered in connection with the Gift, (iii) use of any facility, service and/or accommodation related to the Gift, or (iv) participation in any Promotion-related activity or participation in this Promotion. The Releasees shall not be liable for: (a) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) any injuries, losses or damages of any kind caused by the Gift or resulting from acceptance, possession or use of a Gift, or from participation in the Promotion; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Promotion. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible,

misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to pandemics, fire, floods, earthquakes, explosions, labor disputes or strikes, acts of God or public enemies, or any federal, state or local government laws, orders, or regulations, or other causes not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated Promotion End Date, Sponsor may (if possible) award the Gifts to eligible participants who completed Qualifying Purchases as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these Terms and Conditions 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 Terms and Conditions 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.

- 7. Disputes & NY Governing Law:** Disputes regarding these Terms and Conditions and/or this Promotion will be governed by the internal laws of the State of New York, and each participant irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against Sponsor or any Indemnified Party in any way arising from or relating to this Promotion or these Terms and Conditions in any forum other than appropriate district or State courts of the State of New York sitting in the Borough of Manhattan. Decisions of Sponsor are binding and final.
- 8. Limitation of Liability:** NO CLAIMANT IN ANY DISPUTE INVOLVING SPONSOR OR ANY INDEMNIFIED PARTY SHALL BE ENTITLED TO CLAIM OR OBTAIN INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE TERMS AND CONDITIONS SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.
- 9. No Class Action Lawsuits & No Jury Trials:** EXCEPT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, PARTICIPANT HEREBY WAIVES ANY RIGHT HE/SHE MAY HAVE TO PARTICIPATE IN A CLASS ACTION OR HAVE A TRIAL BY JURY FOR ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMOTION, OR ANY RELATED DOCUMENT, AGREEMENT OR TRANSACTION.

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