## **Terms of Agreement**

By submitting this form you agree to the following Terms of Agreement:

**ROCKFORD FOSGATE H-D SUBWOOFER PROMOTION** IS OPEN TO LEGAL RESIDENTS OF THE U.S. ONLY (EXCLUDING PUERTO RICO) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.

1. NO PURCHASE NECESSARY. Sponsored by Rockford Corporation ("Rockford"), Tempe, Arizona.

2. **To Enter**: Complete the Rockford Fosgate **H-D SUBWOOFER PROMOTION** entry form between **AUG 6<sup>th</sup>, 2021**, and **AUG 15<sup>th</sup>, 2021**, 11:59 pm mountain time. Only one entry per person/e-mail address/IP Address permitted. All entrants must have a valid e-mail address. In case of dispute as to identity of entrant, entry will be deemed to have been made by the registered user of the social media account, and if a prize is won, will be awarded to the registered user, if eligible. ROCKFORD reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Rockford Fosgate **H-D SUBWOOFER PROMOTION** or web site or to be acting in violation of these Official Rules.

3. **Eligibility:** Rockford Fosgate **H-D SUBWOOFER PROMOTION** is open to legal residents of the United States (excluding Puerto Rico), with internet access as of the Start Date, except employees of ROCKFORD, cooperating prize suppliers, if any, and their affiliates, subsidiaries, advertising, promotion, interactive and similar agencies, and the immediate families and household members of each.

4. **Winner:** The winner will be selected at random on the dates listed below. Actual odds of winning depend on the number of entries for each promotion date. Only one prize per person/per e-mail address/per IP Address. Winners will be notified by via social media on the dates listed below. Winner's name will be posted on www.rockfordfosgate.com and its respective social media accounts after prize award. This offer may not be published elsewhere without the written permission of ROCKFORD.

## 4a. Winner Notification Schedule

<mark>Event</mark>	Promotion Dates	Winner announced.
Rockford Fosgate H-D SUBWOOFER PROMOTION	Friday, August 6, 2021 – Sunday, August 15, 2021	07/17/21 winner will be announced via social media

## 5. Prizes: PRIZE (S):

**Prize Winners:** One winner will receive a ROCKFORD STURGIS prize pack along with selected vintage t-shirts chosen at random. **Prize Value – \$2,150.00** 

**ROCKFORD FOSGATE H-D SUBWOOFER promotion** 

1x 2014+ Harley-Davidson<sup>®</sup> Dual 10" Subwoofer Kit, Part# HD14-SBSUB \$2,150.00

## NOTES:

- Winner has 24 hours to reply
- Winner must be at least 18 years of age.
- Prizes will be delivered via express courier directly to the winner (must include valid street address and phone number to receive package).
- Winner will be picked at random and notified on the dates listed in the above chart.
- Prizes will be delivered to winner only.
- No substitutions will be made in lieu of Prize Pack.
- Prizes are non-transferable.
- Winner must submit a personal photo for use on website and social media pages and by doing so, authorizes Rockford to use them, at no cost to Rockford and at Rockford's sole discretion.
- Prizes subject to change by Rockford without notice.

6. Prize value: Approximate total value of all prizes: \$2,150.00

7. All other expenses & taxes not expressly stated herein are solely the responsibility of the winner. ROCKFORD makes no warranty with respect to any prize. No substitution of the cash equivalent of any portion or all of the Prize is permitted.

8. **General:** ROCKFORD assumes no responsibility for computer system, phone line, hardware, software or program malfunctions or other errors/failures of any kind, delayed computer transmissions or network connections. ROCKFORD reserves the right in its sole discretion to cancel or suspend this Rockford Fosgate **H-D SUBWOOFER PROMOTION** should virus, bug or other causes beyond ROCKFORD's control corrupt the administration, security or proper play of the Rockford Fosgate **H-D SUBWOOFER PROMOTION**. ROCKFORD is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Rockford Fosgate **H-D SUBWOOFER PROMOTION** or by any technical or human errors that may occur in the processing of the entries in the Rockford Fosgate **R-D SUBWOOFER PROMOTION** any time and award prizes from among eligible entries received prior to date of the withdrawal. Void where prohibited, taxed or restricted.

9. **Opt-Out:** During the registration process, you will have the opportunity to subscribe to future communications from both ROCKFORD and its 3RD PARTY AFFILIATES (AUTHORIZED ROCKFORD FOSGATE DEALERS). You may opt-out of these communications during the registration process or at any time afterwards. At the bottom of each newsletter, an opt-out link shall be provided for removal of your email address from any future communications.

Submission Release:

By submitting this form, you agree to the following:

# ROCKFORD FOSGATE H-D SUBWOOFER PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE U.S AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.

1. Rights of Use.

1.1 Winners in the ROCKFORD FOSGATE H-D SUBWOOFER PROMOTION grant to Rockford the irrevocable right to use Participant's name (or any fictional name), images, pictures, portraits, photographs, video or audio productions, and other representations:

(a) in all forms and all media (including media now existing and media invented in the future) and in any location;

(b) distributed in any manner Rockford elects (including paper; audio, video or other electronic media; and any other existing or future media);

(c) without restriction as to changes or alterations (including composite or distorted representations or derivative works made in any medium); and

(d) for all lawful purposes, including advertising, trade, promotion, exhibition, and any other lawful purpose.

1.2 Winners waive any right to inspect or approve the Products, finished versions incorporating the Products, written copy, or any other representations or media in which any Product is used.

1.3 Winners release and agree to hold harmless Rockford from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of photographs, filming, recording, or other reduction to final form, or in any processing leading to completion of the finished product.

1.4 Winners agree that Rockford owns the copyright in any and all works produced in which any Product is used in any and all media.

1.5 Winners irrevocably and unconditionally waive any and all claims based on any use of the Products, or works derived there from, including but not limited to claims for invasion of privacy or libel.

2. No Liability. Winners irrevocably and unconditionally waive the right to pursue any and all claims against Rockford for any injury sustained during or as a result of the services rendered. Participant holds Rockford harmless from any and all claims, of any nature, that may arise during or as a result of the services rendered.

3. Miscellaneous.

3.1 Assignment by Rockford. Rockford may assign its rights under this Agreement and all references in this Agreement to "Rockford," where appropriate, are deemed to refer to any assignee.

3.2 Entire Agreement and Amendment. This Agreement, including all exhibits, is the entire Agreement with respect Participant engagement, and may be amended only by a written document executed by both parties.

3.3 Governing Law. Arizona law will govern this Agreement.

"Facebook" and "Instagram are a trademark of Facebook "Twitter" is a trademark of Twitter