My BackBeat GO2 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN

1. **Eligibility**: The My BackBeat GO2 Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older and located in the U.S. at the time of entry. Employees, contractors, directors and officers of Plantronics, Inc. ("Sponsor"), SweepstakesPros ("Judging Agency") and their respective parents, subsidiaries and affiliated companies, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible. Void elsewhere and where prohibited by law.

2. **Promotion Period:** The Promotion begins at 12:00 p.m. Pacific Time ("PT") on July 29, 2013 and ends at 11:59 p.m. PT on August 24, 2013 (the "Promotion Period").

3. How to Enter:

a. **Daily Entry**: During the Promotion Period, enter the promotion by going to <u>www.backbeatgo2sweeps.com</u> or the sweepstakes application on the Plantronics page on Facebook. In order to be able to enter the Promotion on Facebook, potential entrants must first "Like" the Plantronics Facebook page, if they have not already done so (there is no fee to become a member of Facebook). Follow the on-screen directions, complete all required registration fields and submit to enter ("Daily Entry"). Entrants must complete all required information. You will receive one (1) entry into the drawings for the applicable Daily and Weekly Prize Drawings. Daily Entries will not roll-over to subsequent Daily Prize Drawings. LIMIT ONE DAILY ENTRY PER PERSON/E-MAIL ADDRESS/FACEBOOK ACCOUNT/DAY.

Any Daily Entry which Judging Agency or Sponsor, in their sole opinion, deems to be inappropriate for publication will not be considered, or displayed and the corresponding entrant may be disqualified. Daily Entries cannot: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people. products or companies; (v) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contain copyrighted materials owned by others (vii) contain materials embodying the names, likenesses, or other indicia identifying any person, living or dead; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (ix) depict, and cannot itself, be in violation of any law. By submitting a Daily Entry each entrant represents and warrants that: (i) his/her Daily Entry is the sole and original creation and has not been copied in whole or in part from any other work; (ii) the Daily Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portraval in a false light) or entity; (iii) the Daily Entry is the sole and exclusive property of the Entrant; (iv) the participants depicted in the Daily Entry have given written consent to its submission into the Promotion and use as contemplated by these Official Rules; (v) the Daily Entry has not been previously published; (vi) entrant owns or otherwise has rights to use all elements of the Daily Entry; (viii) Daily Entry has not won previous awards; and (ix) publication of the Daily Entry via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary.

b. **Sharing Entry**: After you have entered the Promotion via Daily Entry, you may invite friends to enter by sharing the promotion on Facebook or Twitter (there is no fee to become a member of Twitter) (a "Share"). For each friend who clicks on the unique link in one of your

Shares during the same Weekly Period you shared the Share and registers for the Promotion, you will receive one (1) entry into the drawings for the applicable Daily and Weekly Prize Drawings. You will be given one (1) Sharing Entry into the Promotion on the day your referred friend enters the promotion. You will receive a Sharing Entry: only if your friend enters the promotion immediately after clicking on the link contained in the sharing post. You may only share with persons with whom you have an existing personal relationship. Judging Agency reserves the right to void all Sharing Entries made through any script, macro, robotic, automatic, mechanical, programmed or similar duplication method. Any attempt by the Entrant and/or its respective family/friends to earn Sharing Entries using multiple names, email addresses, and/or Facebook/Twitter Accounts and/or any other fraudulent mechanism, as determined by the Judging Agency in its sole discretion, shall give the Judging Agency the right to disqualify the Entrant and/or Sharing Entries. Furthermore, Entrants may not offer to buy, pay or trade for Sharing Entries in any way. Any attempt by any person to fraudulently circumvent these restrictions in order to gain multiple Sharing Entries will result in disgualification of all such Sharing Entries received and may result in disgualification of the Entrants who received a Daily Entry as a result of the Share if Judging Agency determines, in its sole discretion, that that Entrant was involved in any way in the perpetration of such fraud. SHARING ENTRIES MAY ONLY BE EARNED FROM SHARES SHARED WITHIN THE SAME WEEKLY ENTRY PERIOD. TO EARN ADDITIONAL SHARING ENTRIES IN SUBSEQUENT WEEKLY ENTRY PERIODS. YOU MUST SEND NEW SHARES DURING EACH WEEKLY ENTRY PERIOD FROM THE PROMOTION THANK YOU PAGE.

Weekly Entry Period	Start date	End Date	Drawing Date
1	July 29, 2013	August 3, 2013	August 5, 2013
2	August 4, 2013	August 10, 2013	August 12, 2013
3	August 11, 2013	August 17, 2013	August 19, 2013
4	August 18, 2013	August 24, 2013	August 26, 2013

Entry Periods: There will be 4 individual weekly entry periods during the Promotion.

Each Weekly Entry Period begins at 12:00:00 a.m. PT and ends at 11:59:59 p.m. PT on the date specified above.

4. **Prize Drawings: Daily Drawings:** On or about one (1) day after each day of the Promotion, during the Promotion Period, a random drawing for the prior day's daily prize will be conducted from among all eligible Daily Entries and Sharing Entries received for the prior day. Entries received for previous Daily Prize drawings will not roll-over into subsequent Daily Prize drawings. **Weekly Drawings:** On or about the drawing dates specified above after each Weekly Entry Period, the Judging Agency will conduct a random drawing for the Weekly Prize from among all eligible Daily Entries received during the applicable Weekly Entry Period. Entries received for previous Weekly Prize drawings will not roll-over into subsequent Weekly Prize drawings.

5. **Prizes, Approximate Retail Value ("ARV") & Odds:** Twenty Seven (27) Daily Prizes (one per day): \$50 American Express Gift card + 1 BackBeat GO 2 (ARV: \$79.99). Four (4) Weekly Prizes (one per week): \$500 American Express Gift card + 1 BackBeat GO 2 (ARV: \$79.99). Total ARV for all prizes is \$5829.69. Gift card terms and conditions may apply. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes, are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/FACEBOOK ACCOUNT/HOUSEHOLD. Odds of winning any prize depend on the number of entries received during the applicable drawing period. At the Sponsor's discretion, unclaimed prizes may not be awarded.

6. **General Rules**: All federal, state and local laws apply. Winners will be notified by email, mail or telephone. Potential winners (or potential winners' parent or legal guardian if potential winner is a

minor) may be required to sign and return an Affidavit of Eligibility and Release of Liability and a Publicity Release within ten (10) days of attempted delivery or prize will be forfeited. The return of any prize/prize notification as undeliverable or failure to respond to notices or return any documents in a timely manner, as determined by the Judging Agency, may result in disqualification and an alternate winner may be chosen. By participating, participants agree to release, discharge and hold harmless Promotion Parties from and against any and all liability or damages associated with this Promotion or acceptance, use or misuse of any prize received in this Promotion. Promotion Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Promotion. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and likenesses for purposes of advertising and publicity without further compensation, unless prohibited by law. By participating in this Promotion, participants agree to be bound by the Official Rules and decisions of the independent Judging Agency, which shall be final in all matters relating to the Promotion. Promotion Parties are not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or 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 Promotion, or by any human, or other error, which may occur in this Promotion. If, in the Judging Agency's sole opinion, there is any suspected or actual evidence of tampering with any portion of the Promotion or if technical difficulties compromise the integrity of the Promotion, the Judging Agency reserves the right to void suspect entries and/or modify and/or terminate the Promotion and/or conduct a random drawing to award the prizes using all known eligible non-suspect entries received. In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person's name submitted at time of entry. Sponsor reserves the right to disgualify any individual who tampers with the Promotion or Website or acts in a disruptive manner. This Promotion is offered only in the United States and is governed by the laws of the State of California. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of California, located in the county of Santa Cruz for any action, suit or proceeding arising out of or relating to this Promotion.

7. **Waiver**: By participating in this Promotion, participant waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.

8. **Winners' List**: To view the winners' list for this promotion, please visit <u>www.BackBeatGO2sweeps.com/winners</u>. The winners' list will be available after winner validation has been completed.

9. **Sponsor**: Plantronics, Inc., Santa Cruz, California 95060.

10. **Judging Agency:** The Promotion is administered and judged by SweepstakesPros, 560 South Winchester Blvd., Suite 500, San Jose, CA 95128.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and not to Facebook. Your personal information will only be used in accordance with Sponsor's Privacy Policy and as permitted by law.