

Hip Hop 50 x Hennessy Headphones Sweepstakes

SWEEPSTAKES OFFICIAL RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. ALCOHOL IS NOT A PART OF THE PRIZE.

1. SWEEPSTAKES TIMING:

The Hip Hop 50 x Hennessy Headphones Sweepstakes (the “**Sweepstakes**”) entry period begins Thursday, August 17, 2023 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends Sunday, August 27, 2023 at 11:59:59 p.m. ET (the “**Entry Period**”). A random drawing will take place on or about Tuesday, September 5, 2023 to randomly select twenty (20) (See Rule #4 below) winning entries (each a “**Winner**”), to receive one (1) prize (each a “**Prize**”). The Administrator’s database clock will be the timekeeper for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other sweepstakes or contest. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Moët Hennessy USA, 7 World Trade Center, 250 Greenwich Street, 36th Floor, New York, New York 10007 (the “**Sponsor**”), and/or WYNG, 360 Park Avenue S., 20th Floor, NY, NY 10010 (the “**Administrator**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

2. ELIGIBILITY:

Sweepstakes is open only to legal residents of the United States (**U.S.**) who are physically located in in the U.S., age twenty-one (**21**) or older, at the time of entry (“**Entrant**”). Sponsor, Administrator, and each of its respective companies, subsidiaries, advertising and sweepstakes agencies, including affiliates, agents, and any and all other companies associated with the Sweepstakes (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate or win. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. **The Sweepstakes shall be void where prohibited or restricted by law.**

3. HOW TO ENTER:

1. Visit <https://www.hennessy.com/en-us/stories/hennessy-headphone-sweepstakes-2023> (“**Entry Site**”) and complete the online registration with all required information.
2. To complete your entry, agree to the Official Rules and submit.

All entries submitted through the Entry Site will not be returned or acknowledged. Sponsor is not responsible for any typographical or other errors in the administration of the Sweepstakes or in the announcement of any Prize. Should a

dispute arise regarding the identity of the Entrant, the authorized account subscriber of said email account at the time of entry will be considered the Entrant. "Authorized account subscriber" as it relates to email is defined as the natural person who is assigned the account by the email provider. Potential winner may be required to show proof of being the authorized email account holder. Sponsor is not responsible for lost, late, damaged or misdirected entries.

Limit: One (1) entry per person, per day, during the Entry Period. **Limit:** One (1) Prize per person or household. Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. Multiple Entrants are not permitted to share the same online account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

By entering Entry via Entrant's mobile device, standard data fees may apply. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.

Sponsor is not responsible for any typographical or other errors in the administration of the Sweepstakes or in the announcement of any Prize. Should a dispute arise regarding the identity of the Entrant, the authorized account subscriber of said email account at the time of entry will be considered the Entrant. "Authorized account subscriber" as it relates to email is defined as the natural person who is assigned the account by the email provider. Potential winner may be required to show proof of being the authorized email account holder. Sponsor is not responsible for lost, late, damaged or misdirected entries.

4. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"):

There will be a total of twenty (20) Prizes in all. Each Winner will receive the following item:

- **One (1) Master & Dynamic x Hennessy MH40 Wireless Over-Ear Headphones**
ARV of each Prize is \$220

Total ARV of all Sweepstakes Prizes is \$4,400.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

5. WINNER SELECTION: There will be one (1) random drawing in this Sweepstakes to be conducted by the Administrator on or about **Tuesday, September 5, 2023** to award twenty (20) Prizes. Potential winner may be notified within three (3) calendar days of the drawing.

Odds of winning depend on the number of eligible entries received during the Entry Period. If the selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize will be awarded to an alternate Winner. All Prizes are guaranteed to be awarded, assuming a sufficient number of entries are received.

By accepting a Prize, the Winner irrevocably grant(s) Sponsor the right and permission (except where prohibited by law) to use Winner's name, Prize won, likeness, photograph, voice, address (state) and biographical information in any media throughout the world in perpetuity for purposes of advertising, online posting, promotion and publicity in connection with the Sweepstakes without additional compensation. Winner in this Sweepstakes agree to be bound by these Official Rules and agree that the Sponsor and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

6. **WINNER NOTIFICATION:** The Sweepstakes Winner may be notified via email by the Administrator requesting confirmation of the Winner's name, complete mailing address, and age. The winner is subject to verification. If a potential winner fails to respond to any notification attempt within two (2) business days, or if any attempted notification or Prize delivery is returned as undeliverable, the potential winner may be disqualified and an alternate winner will be selected. The Sweepstakes alternate winner will be randomly selected from all remaining eligible entries ("**Alternate Winner**"). Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

7. **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:** Entry constitutes permission and agree for the Sweepstakes Entities, and their designees, and assigns may use Entrant's entry materials, name, photograph, video or film clips, or other visual likeness, voice, biographical information, statements and city/state of residence (collectively, the "**Attributes**"), for advertising and/or publicity purposes and/or trade purposes and or for any other purpose worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation (financial or otherwise) or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes. All information regarding Entrants collected by Sponsor and Administrator and/or their agents and contractors will be treated in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://www.hennessy.com/en-us/privacy-cookies-notice> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>. Any information that Entrants share with Sponsor (including, without limitation, all information included on any entry form) may be used (and disclosed to third parties) by Sponsor for purposes of administration of the Sweepstakes and to communicate with the Entrant in relation to the Sweepstakes. Entrants are providing information to Sponsor.

8. **DISQUALIFICATION: CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be

acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules 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.

9. LIMITATION OF LIABILITY:

- (a) By entering this Sweepstakes, all Entrants release the Sweepstakes Entities, and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, contractors, attorneys, successors and assigns (the **"Released Parties"**) from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use or misuse of the Prize awarded in the Sweepstakes.
- (b) Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in the Sweepstakes.
- (c) None of the Released Parties shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or technical failures of any kind, including but not limited to (i) unauthorized human intervention in any part of the entry process or the Sweepstakes; (ii) (vi) use of any Prize and (iii) the random drawing selection process including the outcome of the Sweepstakes.
- (d) The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion.

10. MODIFICATION /FORCE MAJEURE: In the event (a) an insufficient number of Eligible Entries are received, (b) a virus, bugs, or Entrant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes, (c) Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS),

pandemic, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.

In the event that, for reasons beyond their control and not related to the Winner, the Sponsor is unable to award the Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value (including but not limited to cash equivalent) at their sole discretion.

11. DISPUTES: Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (4) Entrant waives all right to trial by jury. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules.

12. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to Hip Hop 50 X Hennessy Headphones Sweepstakes Winners, PO Box 368, E. Falmouth, MA 02556-0368. All such requests must be received by 9/15/23.