

## OFFICIAL GIVEAWAY RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ENTRY TO THIS GIVEAWAY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

1. **Promotion Description:** The “**Cyber Monday YouTube Giveaway**” (“Giveaway”) begins when officially announced and ends on Thursday, November 30th at 11:59pm (Eastern Time (US & Canada)) (the “Promotion Period”). By participating in the Giveaway, each entrant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of UJAM Music Technology GmbH (“Sponsor” or “UJAM”), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission and/or processing of Entries and the overall administration of the Giveaway. Entrants should look solely to Sponsor with any questions, comments or problems related to the Giveaway.

2. **Eligibility:** Entry is open to anyone who is eighteen (18) years of age or older, and if permitted in Entrant’s jurisdiction. Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, outside sales representatives, advertising, and promotion agencies and each of their respective officers, directors and employees (collectively, the “Promotion Entities”), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to participate in the Giveaway. UJAM reserves the right to disqualify any Entrant from the Giveaway if it is prohibited in the Entrant’s jurisdiction.

3. **Winner Selection:** Within one (1) business day following the Promotion Period, UJAM shall randomly select five (5) Giveaway winners from among all eligible Entries received during the Promotion Period. The random selection will be conducted by Sponsor or its designated representatives, whose decisions are final. Winners will be notified via email on Friday, December 1st, 2023. Upon being notified by UJAM, the winner will then have one (1) week from UJAM’s notification to claim the Giveaway Prize, after which time the Giveaway Prize will be forfeited, and UJAM may, at its sole discretion, randomly select an alternate winner. The Giveaway winner may be required to sign and return an affidavit of eligibility and release of liability (collectively “the Giveaway Claim Documents”). In addition, the Giveaway winner may be required to complete and sign a W-9 (if the winner resides in the US) or an equivalent tax form (under your jurisdiction) as it may be required by applicable law, which will be provided by and maintained by Sponsor. No substitution or transfer of a Giveaway Prize is permitted except by Sponsor.

4. **Giveaway Prize:** The prizes will be as follows:

- Winner 1: Full Bundle (ujam)
- Winner 2: Symphonic Elements Bundle (ujam)
- Winner 3: Finisher Bundle + UFX REVERB (ujam)
- Winner 4: Virtual Bassist Bundle (ujam)
- Winner 5: Virtual Drummer Bundle (ujam)

(each a “Giveaway Prize”).

UJAM’s products are governed by UJAM’s End User License Agreement, available at <https://www.ujam.com/legal-information/>. Further information about UJAM’s products, including information about its compatible formats and operating systems, can be found at

<https://www.ujam.com/bundle/full-bundle/>, <https://www.ujam.com/finisher/>,  
<https://www.ujam.com/bassist/>, <https://www.ujam.com/symphonic-elements/>,  
<https://www.ujam.com/ufx/reverb/> and <https://www.ujam.com/drummer/>.

Upon conclusion of the Giveaway, UJAM will provide the winners with information about how to redeem their Giveaway Prize.

To the extent not prohibited by applicable law, UJAM does not make any representations or warranties whatsoever about its products or prizes. Only one (1) Giveaway Prize per person and per household will be awarded. Giveaway Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute giveaway of equal or greater value if a Giveaway Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The fair market value ("FMV") of the Giveaway Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Giveaway Prize turns out to be less than the stated FMV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of the Giveaway Prize, except to the extent required by applicable law. Restrictions, conditions and limitations may apply. Sponsor will not replace any lost or stolen Giveaway Prize. Giveaway Prizes will only be awarded and/or delivered to social media user accounts specified in the Entry. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the winner. Failure to comply with the Official Rules will result in forfeiture of the Giveaway Prize.

**5. Entry (No Purchase Necessary To Enter Or Win):** To be selected for the Giveaway, Entrants must do the following:

1. Follow UJAM on YouTube @ujaminstruments
2. Comment below your favorite UJAM plug-in.
3. Click on the link <https://ujam.com/campaigns/cyber-monday-giveaway> and subscribe to our newsletter.

(an "Entry"). Automated or robotic Entries submitted by individuals or organizations will be disqualified. Entry must be made by the Entrant. Any attempt to obtain more than one (1) Entry by using multiple/different usernames, email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial sweepstakes subscription notification and/or entering services, will void that Entrant's Entry and that Entrant may be disqualified from the Giveaway. Final eligibility for the award of any Giveaway Prize is subject to eligibility verification as set forth above. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Giveaway.

6. **Privacy:** All Entrants acknowledge that UJAM will process Entrants' personal data and personally identifying information in accordance with applicable law and UJAM's privacy policy, which can be at <https://www.ujam.com/legal-information/>.

7. **Limitation of Liability:** To the extent not prohibited by applicable law:

Sponsor is not responsible for any incorrect or inaccurate information associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of Entries. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Giveaway. If, for any reason, the Giveaway is not capable of running as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Giveaway. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible Entries received prior to or after such cancellation, suspension or modification.

#### **8. Disputes; Governing Law:**

Most issues can be resolved simply by contacting us and we encourage you to do so. However, the following rules apply in case we are not able to resolve the dispute informally:

##### **8.1. If you are a EU, UK or EEA resident or registered business:**

These Rules shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply. If the Licensee is considered to be a consumer by applicable law, this choice of law shall only apply to the extent that applicable consumer protective laws of his/her state of residence shall remain untouched.

##### **8.2. If you are a resident or registered business outside of the US, UK, EU, EEA and Switzerland:**

These Rules shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply.

##### **8.3. If you are a U.S. resident or registered business:**

These Rules shall be governed by the laws of New York without regard to its conflict of laws rules and you consent to the exclusive jurisdiction of the state and federal courts located in New York County. The Convention on Contracts for the International Sale of Goods shall not apply.

You waive any claim of inconvenient forum and any right to a jury trial. To the maximum extent permitted by applicable law, you agree to not (1) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity; or (2) consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Rules and all other actions or arbitrations.

9. **Sponsor:** The Giveaway is sponsored UJAM Music Technology GmbH, Schwachhauser Heerstr. 193, 28211 Bremen, Germany

Contact: <http://ujam.com/contact-us/> or via direct message on @ujaminstruments Instagram with any questions relating to the Giveaway.

10. **Social Media and Third-Party Sites Disclaimer:** Entrants should understand that they are providing their information to the Sponsor and not to YouTube or Instagram. The Giveaway is in

no way sponsored, endorsed, administered by or associated with YouTube, Instagram, or any other third party.