

# MARTY FRIEDMAN BR-80 GIVEAWAY

## OFFICIAL RULES

1. Roland Corporation U.S. wants you to have the chance to win the “**Marty Friedman BR-80 GIVEAWAY**” (the “Contest”). Roland Corporation U.S., (“Roland”), is offering one (1) MICRO BR® BR-80 autographed by Marty Friedman (ARTIST).
2. NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
3. Eligibility. If you are an individual, legal resident of the fifty (50) United States or the District of Columbia and are of majority age at the time of entry, you are eligible to enter the Contest (in most states, the age of majority is 18; however, in a minority of states, you must be 19 years of age, or 21 years of age, to qualify). Roland U.S. Corporation employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), advisors or advertising/promotion agencies (and their immediate family members) are not eligible to enter the Contest. Prize winner will be required to sign a document confirming their eligibility as described in these Official Rules.
4. How to Enter.

There are three (3) ways to enter the Contest.

### I. Facebook.com

Contest will begin on Tuesday, May 27, 2014 at 12:00am (PST). To enter, you must: (i) go to [www.facebook.com/BossUS](http://www.facebook.com/BossUS) and click on the “Giveaway” app; (ii) enter the required information, including your name and e-mail address; (iii) answer the question (HINT: You will have a better chance of knowing the answer if you see and hear the BOSS Tone Video Marty Friedman interview video), and (iv) click on the “submit” button when completed. When entering, you will need to submit your name, e-mail address, phone number, and other required information. By completing and submitting an entry form, you are providing information to Roland and not to Facebook. There is a limit of one entry per person. All entries must be in English. By entering, you represent and warrant that (i) you are a U.S. resident and you are of majority age based on the state in which you reside; (ii) you meet the requirements and qualifications for this Contest, and (iii) you have read these Official Rules and are fully familiar with and agree to be bound by them. You agree to confirm in writing to Roland the above representations and warranties as a condition to receiving the prize, in the event you are eligible and win it.

### II. RolandUS.com

You may also enter the contest by visiting [http://www.rolandus.com/go/marty\\_friedman\\_br-80\\_giveaway/](http://www.rolandus.com/go/marty_friedman_br-80_giveaway/) and filling in the required entry information. Individuals may enter this Contest by filling out the online form only once during each of the two week period dates specified in Section 1 above. More than one entry from any person or e-mail address during

the two week period dates will void all entries from that person or e-mail address.

### III. Mail Entry

You may also enter the Contest by sending a self-addressed, stamped envelope to Roland Corporation U.S., P.O. Box 910921, Los Angeles, CA 90091-0921.

5. Drawing: This sweepstakes will have one (1) drawing. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. For each prize, a potential winner will be selected in a random drawing from all entries received during the relevant time periods specified in Section 1 above. This one (1) random drawing will be conducted on or about July 7, 2014 by Roland, whose decisions are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received. Potential winners will be notified by e-mail or mail by July 7, 2014. If a potential winner cannot be contacted within fourteen (14) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all entries received.

### 6. Prize:

Entry Period: Between May 27, 2014 through June 30, 2014.

Prize: The "Marty Friedman BR-80 Giveaway" winner will receive the following Roland product: one (1) MICRO BR® BR-80 Digital Recorder autographed by Marty Friedman; total approximate retail value: \$399.00

Roland is not responsible for lost or mutilated prizes and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Roland in the event that the prize cannot be awarded for any reason, in which case, Roland will deliver a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

All prizes will be awarded as described. No substitution or transfer of prizes, except at the sole discretion of the Roland, if the advertised prize becomes unavailable. If a potential winner cannot be contacted within fourteen (14) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all entries received.

The prize is 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 NOR ANY IMPLIED INDEMNITIES). ACCEPTANCE OR USE OF ALL OR PORTIONS OF THE PRIZE IS AT THE WINNER'S OWN DISCRETION AND RISK. EACH WINNER AGREES TO SIGN AN AGREEMENT ALONG THESE LINES AS A CONDITION OF ACCEPTING THE PRIZE.

7. Selection of Winner. The winner will be selected by Roland by random drawing from the pool of entries. There is a strict limit of one and only one entry per person.

8. Winner Notifications. The winner will be announced on the BOSS Facebook site,

<http://www.facebook.com/BossUS> and at [http://www.rolandus.com/go/marty\\_friedman\\_br-80\\_giveaway/](http://www.rolandus.com/go/marty_friedman_br-80_giveaway/). Roland will notify the winner by phone or e-mail within five (5) business days following the applicable drawing with instructions about how the winner can claim his or her prize. Roland is not responsible for any change of an entrant's e-mail address or phone number. Unreturned phone calls or email notifications returned as undeliverable or prize otherwise not claimed within seven (7) days after Roland notifies the winner of the prize award will result in the forfeit of the prize and Roland will randomly draw an alternate prize winner from the pool of qualified entries. You must provide us with accurate information, including a working phone number and valid, working e-mail address.

For the first name/last name-initial only of the prize winners, you may send a self-addressed, stamped envelope to Roland Solutions, LLC, "Marty Friedman BR-80 Giveaway", Roland Corporation U.S., P.O. Box 910921, Los Angeles, CA 90091-0921. Requests must be received within sixty (60) days from the end of the contest, and will be sent only after the prize has been awarded. The winner's first name/last name, initial only, will also be available at [http://www.rolandus.com/go/marty\\_friedman\\_br-80\\_giveaway/](http://www.rolandus.com/go/marty_friedman_br-80_giveaway/) for two months after the close of the contest. The Roland of this Contest is Roland U.S. Corporation. Questions regarding the Contest can be directed by mail to Roland U.S. Corporation, at the mailing address listed above, or send us an e-mail at [webmaster@RolandUS.com](mailto:webmaster@RolandUS.com).

Copies of these Official Rules may be obtained by sending a self-addressed, stamped envelope to Roland Corporation U.S., P.O. Box 910921, Los Angeles, CA 90091-0921, or e-mail to [webmaster@RolandUS.com](mailto:webmaster@RolandUS.com). Requests for Official Rules must be received by June 30, 2014. All times and dates in these Official Rules are Eastern Standard Time.

9. Privacy Policy. Roland will collect the following information from you via the entry form: first and last name, a working phone number and e-mail address. By entering the Contest, you consent to our collection of such information. All information submitted in connection with this Contest will be treated in accordance with these Official Rules and Roland's Privacy Notice: [http://www.rolandus.com/site\\_info/privacy/](http://www.rolandus.com/site_info/privacy/). Subject to Section 15, below, personal information obtained through the Contest will be used to notify prize winner and participants of the Contest results, unless you elect to "opt-in" to a particular use of your email address during the Contest registration process.

Please carefully read Section 15 below because it allows us to use your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry in certain circumstances.

10. Odds of Winning. Odds of winning the contest depend on the number of eligible entries received.

11. Electronics Disclaimer. Roland and any of its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, and agencies will not be responsible for (1) any late, lost, incomplete, unintelligible, or misrouted entries or errors in transmission or inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or

by any technical or human error that may occur in the processing of entries; (2) any disruptions to Internet connection, injuries, losses, or damages caused by events beyond the control of Roland; (3) any printing or typographical errors in any materials associated with the Contest; (4) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or injury or damage to your or any other computer resulting from downloading any materials in connection with the Contest. Roland, its contractors, representatives and agents are not responsible for technical, hardware, software, or telephone malfunctions of any kind and shall not be liable for failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications utilized in this Contest which may limit the ability to participate in the Contest or to win the prize. If for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Roland, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest is not capable of being conducted as described in these rules, Roland shall have the right, at its sole discretion, to modify and/or cancel the Contest.

12. Taxes. ALL FEDERAL, STATE, AND LOCAL TAXES ARE THE RESPONSIBILITY OF THE PRIZE WINNER.

13. IMPORTANT DISCLAIMERS AND LIMITATIONS ON LIABILITY. ROLAND, ITS AFFILIATES, REPRESENTATIVES, AGENTS AND CONTRACTORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES AND THE PRIZE.

THE PRIZE IS AWARDED ON AN "AS-IS, WHERE-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY IMPLIED INDEMNITIES). ACCEPTANCE OR USE OF THE PRIZE IS AT THE WINNER'S OWN RISK. THE PRIZE WINNER AGREES TO SIGN AN AGREEMENT ALONG THESE LINES AS A CONDITION OF ACCEPTING THE PRIZE.

BY ENTERING THE CONTEST OR ACCEPTING ANY PRIZE, PARTICIPANT AND THE PRIZE WINNER HEREBY RELEASE ROLAND, FACEBOOK AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER, AND HEREBY WAIVE ANY AND ALL CAUSES OF ACTION FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR ACCEPTANCE, POSSESSION, USE AND/OR MISUSE OF THE PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES, AND/OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY, CONTRIBUTION, OR ANY OTHER THEORY.

IN NO EVENT SHALL ROLAND, FACEBOOK, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZE) RELATED TO THE CONTEST, THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY ROLAND, THE USE OR EXPLOITATION OF YOUR PUBLICITY RIGHTS, OR OTHERWISE, EVEN IF ROLAND IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

14. Changes to Official Rules/Final Decisions. Roland may, to the maximum extent permitted by applicable law and in our sole discretion, change these rules or suspend or cancel all or portions of the Contest at any time. All decisions regarding participation, the random drawing of the prize winner, prize awarded and/or administration of the prize and this Contest are final. ANY ENTRY THAT DOES NOT SATISFY ALL REQUIREMENTS OF THESE OFFICIAL RULES WILL BE DISQUALIFIED.

15. Publicity Rights and Winner's Agreement. By submitting an entry and/or winning and accepting the prize, you grant the right, except where prohibited by law, to Roland and its affiliated companies, without compensation unless required by law, to use your name picture, likeness, address (city and state), e-mail address, biographical information, or entry for advertising and promotional purposes in connection with promoting or publicizing the Contest, Roland and/or Roland® products. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Roland and its affiliated companies and agents with respect to all entrants in the Contest, including the prize winner and those entrants who are not selected.

The winner will be required to sign an affidavit of eligibility and release and talent agreement confirming, among other things, the grant of publicity rights described in this Section, prior to receiving any portion of the prize.

16. General Legal.

(a) Entrants who violate these Official Rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental to Roland, the Contest, or any other entrant (as determined in Roland's sole discretion) are subject to disqualification. Roland may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or website; (b) acting in violation of these rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void.

The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these rules in the event of a dispute as to entries submitted by multiple users having the

same e-mail account. The authorized account subscriber is the natural person who is assigned an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses.

(b) By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of Roland in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles County, California and hereby waive any objection to such jurisdiction and venue. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation. Section 3 and Sections 6 through 16 of these Official Rules shall survive the expiration of the Contest Period.

Roland: Roland Corporation U.S., 5100 S. Eastern Avenue, Los Angeles, CA 90040. This Contest is no way sponsored, endorsed or administered by, or associated with, Facebook.

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