

These terms and conditions (the “Rules”) apply to the Email Sign Up Competition (the “Competition”). By entering the Competition, entrants agree to be bound by these Rules.

The Competition is organized by Sequential LLC, a California limited liability company, with its principal place of business at 1527 Stockton Street, 3<sup>rd</sup> Floor, San Francisco, CA 94133 (“**Sequential**”).

To be eligible to enter the Competition for a chance to win, you must sign up to receive Sequential emails; this gains you one entry. You can also opt-in to sign up for Oberheim emails separately. Signing up to receive Oberheim emails will entitle you to a second entry. This Competition applies to both newly signed up individuals and existing subscribers.

Sequential will select one winner at random out of the submitted entrants.

The winner will be able to choose between:

- 1x Sequential Prophet-5 Synthesizer (keyboard)
- Or 1 x Sequential Prophet-5 Desktop Module
- *Price difference between choices will not be offered as additional prize fund.*

**Entrants must be resident in a Participating Territory to be eligible for a prize, therefore the Competition is void in all other countries and where prohibited or restricted by law.** A Participating Territory is: Algeria, Argentina, Australia, Austria, Bahamas, Bahrain, Bangladesh, Barbados, Barbuda (Antigua), Belgium, Bermuda, Bhutan, Bolivia, Botswana, Brazil, Brunei, Bulgaria, Burkina Faso, Canada, Cambodia, Cameroon, Chad, Channel Islands (Guernsey), Channel Islands (Jersey), Chile, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, Egypt, El Salvador, Estonia, Finland, France, Gambia, Germany, Ghana, Greece, Greenland, Guatemala, Holland (The Netherlands), Hong Kong, Hungary, Iceland, India, Republic of Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kenya, South Korea, Kuwait, Laos, Latvia, Lesotho, Lithuania, Luxembourg, Macau, Malawi, Malaysia, Malta, Martinique, Mauritius, Mexico, Monaco, Mongolia, Morocco, Nepal, Nevis (St. Kitts), New Caledonia, New Zealand, Nicaragua, Norway, Oman, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal (excluding Azores and Madeira), Puerto Rico, Qatar, Romania, San Marino, Saudi Arabia, Senegal, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sri Lanka, Swaziland, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Tunisia, Turkey, Uganda, UK Mainland, Union Island (St. Vincent and the Grenadines), United Arab Emirates, United States of America, Uruguay, Vietnam, Virgin Gorda (British Virgin Islands), and Zambia.

#### **Key Competition Dates:**

- **Tuesday, March 12th, 2024 00:00 PT** competition starts.
- **Tuesday, March 26th, 2024 23:59 PT** competition ends.
- The winner will be notified via email by **Tuesday, April 2nd, 2024**.
- Failure to claim the prize by **Tuesday, April 16th, 2024** will result in disqualification and selection of an alternate winner.

Each entrant may submit one entry for Sequential, one for Oberheim, submitting multiple entries to a single entity will disqualify you.

By entering the Competition (and you warrant that) you are aged 18 or over (or have permission from a parent or guardian) and that you are not an employee (or a family member of an employee) of Sequential or any company (including any subsidiaries) involved in operating or sponsoring the Competition or awarding any prizes.

By entering the Competition with your email address, you grant Sequential permission to send you emails for marketing and advertising reasons. If you chose to opt in to Oberheim emails for an extra entry, you also grant Oberheim permission to send you emails for marketing and advertising reasons. To opt out of these, please find information at <https://sequential.com/privacy-notice/> and <https://oberheim.com/privacy-policy/>.

If you are a prize winner, then Sequential may require you to prove your identity including a proof of your address. Examples of identification documents would include, passport, driving license and utility bills.

By claiming a prize, you hereby warrant that all information submitted by you is true, current and complete. Sequential reserves the right to verify the eligibility of all entrants.

If the winner fails to claim the prize by the date given, Sequential may select an alternate winner. In this circumstance Sequential will contact up to 3 winners, in the event that none of them claim the prize then the prize will be cancelled.

Sequential reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of Sequential shall be final and no correspondence or discussion shall be entered into.

Sequential reserves the right to cancel or amend the Competition or the Rules without notice. Any changes will be amended to these terms and conditions.

There is no charge to register for use of the website.

Prizes are non-transferable and there is no cash alternative. Sequential reserves the right to substitute prizes for prizes of equal or greater value at any time. No prizes can be redeemed for cash.

Sequential cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Sequential is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of these, including any injury or damage to entrant's or any other person's computer or mobile device, including tablets, related to or resulting from participation or downloading any materials

in the Competition. Nothing shall exclude Sequential's liability for death or personal injury as a result of its negligence.

All personal data submitted in connection with the competition will be processed by Sequential for the purposes of administering and managing the competition and prizes (where applicable) and verifying the eligibility of each participant. Sequential is committed to protecting the privacy of all entrants. Data that is collected from or about entrants will be used in accordance with Sequential's [Privacy Policy](#). Any personal data relating to entrants will be used solely in accordance with current California data protection legislation and, subject to these Rules, will not be disclosed to a third party without the individual's prior consent. Data relating to entrants will be retained by Sequential for a reasonable period after the Competition closes to assist Sequential to operate competitions in a consistent manner and to deal with any queries on the Competition as well as sending information about Sequential products to entrants. Sequential may share anonymized data from the survey results with other companies in the Focusrite Group for research purposes.

The prize winner and entrants have the right to object to all or part of this information being published or made available – in such event they should promptly inform Sequential in writing by email to [mail@sequential.com](mailto:mail@sequential.com) In such circumstances, entrants acknowledge that Sequential must nevertheless still provide the information and winning entry to any relevant advertising standards agency or equivalent regulator on its request.

The Competition and Rules will be governed by Californian law and any disputes will be subject to the exclusive jurisdiction of the courts of California. Sequential makes no representation that materials on the Website relating to this Competition are appropriate or available for use at all locations and it is your responsibility to ensure that accessing the Website and entering the Competition is not illegal or strictly prohibited by the laws of the country you are in.

If you have any queries in relation to the Competition, you can contact us by email to [mail@sequential.com](mailto:mail@sequential.com).