



**DMF
DESIGN
AWARDS**
2021

DMF DEALER DESIGN AWARD CONTEST OFFICIAL RULES

NO PURCHASE, OTHER CONSIDERATION, OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.

Eligibility: This DMF, Inc. d/b/a DMF Lighting (“DMF”, “DMF Lighting”, or “Sponsor”) Dealer Design Award Contest (this “Contest”) is open as of the beginning of the Contest Period (as defined below) and offered only to legal residents of the 50 United States and the District of Columbia, and Canada (excluding the Province of Quebec), who are (a) 18 (19 in Alabama and Nebraska) years of age or older at time of entry, and (b) approved DMF installers, integration specialists, representatives, builders, or architects at the time of entry and upon selection of winners (“Entrants”). Void where prohibited by law. This Contest is not open to the public and is subject to all federal, state, and local laws and regulations.

How to Enter: Beginning 12:00:00 p.m. Pacific Time (“PT”) on 2/15/21 through 11:59:59 p.m. PT on 5/21/21 (the “Contest Period”) visit www.dmflighting.com/dmf-design-awards and follow the directions to complete and submit each of the following items:

- The entry form, including selecting a contest category (Residential, Commercial, Incorporating DCC Cylinder, Accent or Task Lighting, Use of Multiple DMF Lighting Products (each, a “Contest Category”).
- Upload 3 or more pictures (each, a “Photo” and collectively, the “Photos”), an equipment list (the “Equipment List”), and a written summary of a DMF Lighting installation that was completed between January 1, 2018 and January 31, 2021 (the “Installation Story Summary”).
- A signed Property Owner Release in the form provided on the website (“Property Owner Release”).

The entry form, Photos, Installation Story Summary, Equipment List, and Property Owner Release are hereinafter collectively referred to as an “Entry”. There is no limit to the number of Entries per Entrant, as long as each Entry is for a unique DMF Lighting installation. No correspondence regarding the screening or verification of Entries will be undertaken by Sponsor. Each Entry must conform to the Entry Guidelines defined below. Sponsor, in its sole discretion, may disqualify any Entrant from the Contest if it believes that an Entrant’s Entry fails to conform to the Entry Guidelines. Once an Entry is submitted, Entrant may not edit the Entry or resubmit the Entry with edits. All Entry materials submitted will not be returned to Entrant. All Entrants acknowledge and hereby agree to the use of any Photos in DMF social media posts and advertisements.

“Entry Guidelines”:

- Photos collectively must not exceed 5MB in file size;
- Each Photo is required to be a minimum size of 300 dpi or 2400 pixels x 3000 pixels;
- Photos cannot include any people;
- An Entry cannot be submitted into multiple Contest Categories;
- Photo must be of a DMF Lighting installation;
- Property Owner Release must be filled out, signed, and included with each submission (Entrant must have permission from the homeowner to take and submit photos for this Contest);
- The Installation Story Summary and the Equipment List must be included with each submission. The Installation Story Summary should include, where applicable, a recap of the impact and influence of an architect, interior designer, or builder (permissions from such parties are to be secured by the Entrant).
- Entries must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Entries must be Entrant’s own original, unpublished work which is owned by Entrant, and has not been in another promotion, contest or sweepstakes;
- Entries must be non-confidential and have been legally created (i.e., Entrant does not violate any laws or regulations in making the Entry);
- Entries must not disparage Sponsor, Sponsor’s employees, contractors, directors, officers, affiliates, representatives, distributors, installers, integration specialists, or licensees, or any other person or party affiliated

with the promotion and administration of this Contest (collectively, the “Contest Parties”);

- Entries must not in any way mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor;
- Entries must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor’s sole discretion);
- Entries must not include personally identifiable information and/or visual(s) of Entrant, the homeowner or any residents of the home;
- Entries must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor’s sole discretion);
- Entries must not contain any viruses, spyware, malware, malicious code, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where an Entry is created or submitted.

FURTHER DOCUMENTATION: If Sponsor desires to secure additional assignments or certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Contest Official Rules (these “Official Rules”), then each Entrant agrees to sign and submit the same upon Sponsor’s request therefor.

JUDGING: A qualified panel of five (5) judges will judge all eligible Entries per Contest Category based on the following criteria:

- a) 50% - Skill and quality of installation, including the aesthetic quality of integrating into the space.
- b) 30% - Photo composition (framing, viewpoint, overall room décor, etc.).
- c) 20% - Relevance (attribution to DMF Lighting product and demonstration of aesthetic value based on the overall room décor).

The Entry with the highest score in each Contest Category will be deemed the potential winner of that Contest Category. In the event of a tie, the Entry with the highest skill and quality of installation score will be deemed the potential winner of the associated Contest Category. The judges' decisions on all matters pertaining to judging, administering, and/or interpreting these Official Rules are final. Winning a prize is subject to verification of eligibility and compliance with these Official Rules.

WINNER NOTIFICATION: Potential winners will be notified on or about 4/16/21. Potential winners will be required to sign and return a W-9 and Declaration of Eligibility/Release of Liability/Publicity Release Form within five (5) days of notification. Noncompliance within this time period may result in disqualification and an alternate may be selected by awarding a prize to the next highest scoring Entry of the associated Contest Category. All costs of receiving a prize, including all federal, state, and local taxes are the sole responsibility of each winner. Winners will be issued an IRS Form 1099 for the value of the prize and are advised to seek independent counsel regarding the tax implications of his/her respective prize winnings.

FIVE (5) PRIZES / APPROXIMATE RETAIL VALUES ("ARV"): The grand prize consists of (a) \$5,000 cash awarded as a check made out to the winner, and (b) a full page advertisement in an industry publication. The second, third, fourth, and fifth prizes each consist of DMF products with an ARV of \$1,000.

PUBLICITY: Except where prohibited, participation in this Contest and acceptance of a prize constitutes winner's consent for Sponsor to use winner's name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration to Entrant.

PLEASE NOTE: It is Entrant's sole responsibility to review and understand Entrant's employer's policies regarding Entrant's eligibility to participate in trade promotions and this Contest. Sponsor disclaims any and all liability or responsibility for disputes arising between an Entrant and their employer related to participation in this Contest and/or acceptance of a prize.

Conditions of Participation: As a condition of entering, Entrants agree to release and hold Sponsor, the Contest Parties, and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Web masters and Web supplies, and all of their respective officers, directors, employees, representatives and agents (collectively, “Released Parties”) harmless against any liability for any injuries, losses or damages of any kind to persons, including death, physical injury, or property damage, including reasonable attorneys’ fees and costs, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this Contest, any Entry material, any Contest related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize.

Limitations on Liability: Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of this Contest, these Official Rules, or in any Contest-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest website, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such Entrant’s eligibility to participate in this Contest or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to Entrants’ or to any other person’s computer related to or resulting from participating in this Contest or downloading materials from the website. Should any portion of this Contest be, in Sponsor’s opinion, compromised by virus, worms,

bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at Sponsor's sole discretion to suspend or terminate this Contest, and select a winner from each Contest Category, from all non-suspect, eligible Entries received per Contest Category prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in this Contest, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Contest.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WWW.DMFLIGHTING.COM/DMF-DESIGN-AWARDS, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST. ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND ANY AND ALL CLAIMS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS' FEES AND COURT COSTS. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE DMF WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Privacy: All personal information submitted by Entrant as part of this Contest will be treated in accordance with the Sponsor's Privacy Policy available at: https://www.dmflighting.com/wp-content/uploads/2021/02/DMF_PrivacyPolicy_202102_V01.pdf except as otherwise described in these Official Rules. If an Entrant is selected as a winner, such Entrant's information may also be included in a publicly available winner's list. By participating in this Contest, each Entrant acknowledges and agrees that all information and material, including any personal information provided in Entrant's Entry materials, declaration, and releases (including the Property Owner Release), will be collected, used, and disclosed by Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Contest, for the purposes of administering this Contest and prize fulfillment and may be further publicized as described above.

Governing Law: Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Entrant and Sponsor, shall be construed and governed by the laws of the state of California, without regard to conflicts of law. All suits or claims brought in connection with this Contest must be brought in a state or federal court in Carson, California.

Winners List: The winners of this Contest will be posted at www.dmflighting.com/dmf-design-awards/ until 4/16/2022 after all winners have been contacted and verified.

Sponsor: DMF Inc. Dba DMF Lighting, 1118 East 223rd Street, Carson, CA 90745

Administrator: DMF, Inc. Dba DMF Lighting, 1118 East 223rd Street, Carson, CA 90745

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