

## **2023 Lutron Excellence Awards Competition—Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**1. DESCRIPTION:** The 2023 LUTRON EXCELLENCE AWARDS COMPETITION (the “Contest”) is sponsored and administered by Lutron Electronics Co., Inc. (“Lutron”). Participants must enter (with all materials submitted, as described below) by Monday, July 24th, at 11:59 PM EDT (the “Entry Period”). The Contest is void where prohibited or restricted by law, is subject to applicable federal, state, provincial, and local statutes, rules, regulations, and other laws (each a “Law”) and is governed by these Official Rules.

**2. ACCEPTANCE OF THE OFFICIAL RULES; SITE POLICIES; LAWS:** By entering the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Lutron, which shall be final and binding on all matters pertaining to the Contest. In addition, information obtained online from entrants in the Contest is governed by Lutron's Privacy Policy, which may be viewed here or on [www.lutron.com/excellenceawards](http://www.lutron.com/excellenceawards) (the “Contest Site”) (Lutron’s Privacy Policy and the Contest Site terms and policies are referred to in these Official Rules as the “Policies”). By entering the Contest, each entrant also agrees to comply with any and all applicable Laws in connection with his or her participation in the Contest.

**3. ELIGIBILITY:** The Contest is open to any Lutron authorized dealer that meets the following eligibility requirements:

- A. The entrant must be a legal resident of the fifty (50) United States (or the District of Columbia), Canada (other than Quebec), or any other country in which this contest is fully permitted by all applicable Laws;
- B. The entrant must have completed an eligible Lutron installation project (as further described below) between June 1<sup>st</sup>, 2022, and May 31<sup>st</sup>, 2023.

**4. ENTRY REQUIREMENTS:**

A. To enter the contest, each entrant must complete and submit online entry details found within the registration section of the Contest Site’s online entry portal, including completion of all of the elements described in this Section (each, an “Entry”) prior to the end of the Entry Period. Each Entry must be entered into one of the seven (7) categories (each, a “Category”) described on the Contest Site.

B. There is no limit to the number of Entries, but each project can be submitted in only one Category. The same project cannot be entered into multiple categories. A complete Entry will include, in addition to all other materials and information requested in the Contest Entry Details: (i) entrant's business name, email address, and city, state, and zip code; (ii) name of the project that is the subject of the Entry and a description of the project of no less than 250 words; (iii) at least one (1) and up to ten (10) photos per project per Entry (photos must be in .JPG format); and (iv) agree to the 2023 Lutron Excellence Awards Competition Photo Release and Project Verification.

C. Entries OPTIONALLY may include videos and customer testimonials regarding the project that is the subject of the Entry. However, Entries may include no more than 5 minutes of video, and videos must be in .MP4 file format. It is the entrant's responsibility to obtain the permission of any customer whose testimonial is submitted before submitting that testimonial.

D. All Entries must be received by the end of the Entry Period and submitted using the online Entry Portal. Email Entries will not be accepted. Entries will not be acknowledged or returned. Proof of transmission of an Entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible Entries are void and will be disqualified.

E. Each Entry must — in addition to following the Entry Guidelines located on the Contest Site — comply with the following:

- i. It must not contain any individual's photograph, likeness, name, voice, or other element of persona and identity unless the entrant has obtained all releases and consents from such individual necessary to enter the Entry in the Contest, and to grant the rights in the Entry as provided in these Official Rules.
- ii. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
- iii. All information provided in the Entry must be true, accurate, and correct in all respects.
- iv. It must not be created or submitted through any script, macro, or other automatic method.
- v. It must comply with these Official Rules and all applicable Laws.
- vi. It must be suitable for publication to a general audience and must not contain anything that:
  - (1) Is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
  - (2) promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
  - (3) promotes violence or unsafe or illegal activity;

- (4) is threatening, harassing, or degrading;
- (5) serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
- (6) disparages or injures the reputation or goodwill of Lutron, the crystal statue award providers, or any of their respective officers, directors, employees, products, or services.

## **5. JUDGING AND WINNER DETERMINATION:**

A. Judges - Eligible Entries will be judged by a panel of independent industry experts consisting of well-known and highly qualified journalists in the professional installation industry. Judging will take place in August 2023.

B. Judging Method and Criteria - Eligible Entries will be judged using the criteria (the "Criteria") described below. There will be one round of judging. The judges will base their decisions upon considering numerous factors, including but not limited to, the following (each of which will be given equal weight):

- 1) Creativity and Uniqueness of Project
- 2) Complexity and Challenges Overcome
- 3) Aesthetic Appeal
- 4) Appropriateness for Category
- 5) Use of Photos and Other Supporting Materials (including homeowner-customer testimonials)

One (1) winning Entry (each entrant submitting a winning Entry is a "Winner") will be chosen from each of the seven (7) applicable categories (described at: [www.lutron.com/excellenceawards](http://www.lutron.com/excellenceawards)), for a total of seven (7) Winners. The eligible Entry with the highest total score for each Category will be selected as the potential Winner for that Category. Judges reserve the right to award more than one award in the Judges' Choice category.

**6. CHANCES OF WINNING:** The chances of winning a prize depend on the number of eligible Entries received during the Entry Period and the quality of each Entry as evaluated by the judge(s) on the basis of the judging Criteria described in these Official Rules. Lutron cannot predict or guarantee any specific number of eligible Entries for this Contest. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**7. PRIZES:** Each of the Winners will receive a crystal statue, marketing materials, as well as public recognition by Lutron, including disclosure in a Winner's List and their name included on a plaque in Lutron Experience Centers around the world. The crystal statues to be awarded in the Contest do not have a known approximate retail value. Winners will be notified during an in-person event on September 7, 2023. Entrants need not be present to win. The distribution of

the prizes will be at the sole determination of Lutron to the individuals deemed to have won the Contest by Lutron in accordance with these Official Rules.

**8. USE OF PERSONAL DATA:** All personal information collected by or on behalf of Lutron (including without limitation, an entrant's name, biographical data, and city and state/province of business address) may be used for the administration of the Contest and as described in the Release, and otherwise in accordance with Lutron's Privacy Policy and the other Policies. Please refer to the Policies for important information regarding the collection, use, and disclosure of personal information by Lutron. In addition, except to the extent prohibited by Law, by entering the Contest, each Winner grants to Lutron and each of their respective designees the right to publicize such Winner's name and address (city and state/province of business address), photo (if provided, and unless otherwise stated in the Release), and crystal statue award information in connection with the Contest, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation, consideration or credit, notification or permission.

**9. LICENSE GRANT:** By submitting an Entry, each entrant irrevocably grants Lutron and its designees the rights described in the Release. Lutron is not obligated to make use any such rights. Lutron is also granted the right to reformat, resize, crop, color correct, juxtapose, edit, or make other minor changes to the Works (as defined in the Release). Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Lutron's use of the Entry or exercise of any rights granted to Lutron in the Release checkbox, and each entrant agrees not to sue or assert any claim against the Lutron Parties with respect to such use.

**10. LIMITATION OF LIABILITY:** NEITHER LUTRON NOR ANY OTHER LUTRON PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CHALLENGE, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH LUTRON PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ANY PRIZES ARE GIVEN AWAY "AS IS." THE LUTRON PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CHALLENGE OR ANY PRIZE.

**11. TERMINATION/MODIFICATION:** Lutron shall have the right to modify, suspend, or terminate the Contest, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or

administrative difficulties, technical problems (such as a computer virus or bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of Lutron. In addition, if, in the exclusive judgment of Lutron, the Contest (or any portion thereof) becomes compromised in any way, Lutron reserves the right, at its sole discretion, to cancel any method of entry, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the promotion. Should the Contest ever be terminated prior to the Winner selection, Lutron will post a notice on the Contest Site and will make alternate arrangements to award the crystal statues. Lutron reserves the right to make changes in these Official Rules. Any such changes will become effective upon notice via online posting at the Contest Site or other means of wide dissemination.

**12. SPONSOR/ADMINISTRATOR:** The sponsor/administrator of the Contest is Lutron, globally headquartered and with offices at: 7200 Suter Road, Coopersburg, PA 18036. For questions, please contact ExcellenceAwards@lutron.com.

**13. NO ENDORSEMENT:** Nothing contained in these Official Rules or in any of the Contest materials should be construed as an endorsement by Lutron of any third party, product, or service.

**14. SOCIAL MEDIA PLATFORMS:** The Contest may be advertised on or accessed through one or more social media platforms, such as Facebook or Twitter. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Contest.

**15. WINNER'S LIST/OFFICIAL RULES:** The list of Winners for the Contest will be available on the Contest Site at [www.lutron.com/excellenceawards](http://www.lutron.com/excellenceawards). Requests can also be made by emailing: ExcellenceAwards@lutron.com.