\$5,000 Shopping Spree

Official Rules

NO PURCHASE NECESSARY TO ENTER, PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. Eligibility: The Morimoto Lighting \$5,000 Shopping Spree Sweepstakes ("Sweepstakes") is open to legal residents of the United States and District of Columbia who are at least the age of majority in entrant's place of residence (age 19 in AL, 21 in MS and 18 in all other eligible states) at the time of entry. Employees, directors, managers, officers, shareholders, members, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Morimoto Lighting ("Sponsor"), and/or any of its parent companies, subsidiaries, distributors, affiliates, vendors, services agencies and companies involved in the design, implementation and execution of the Sweepstakes ("Sweepstakes Partners") are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to applicable federal, state and local laws and regulations and is void where prohibited.
- **2.** Agreement to Official Rules: By entering the Sweepstakes, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules ("Official Rules") and the decisions of Sponsor (including decisions with respect to the selection of the winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.
- **3. Sweepstakes Period:** The Sweepstakes begins at 12:01 a.m. Eastern Time on 9/10/24 and ends 11:59 p.m. Eastern Time on 9/30/24 (the "Sweepstakes Period"). Please add or subtract from the start and end dates/times listed as necessary to account for your local time zone.
- **4. How to Enter:** There are two (2) ways to enter:
- (i) During the Sweepstakes Period, place an order from https://www.morimotohid.com/ and every \$1 spent equates to 1 entry.
- (iii) During the sweepstakes period, submit an email address at https://manage.kmail-lists.com/subscriptions/subscribe?a=XvAWvq&g=SsygQq

and every email submission equates to 100 entries

- (iii) Download and print off the entry form and mail it to Morimoto headquarters.
 - 1. Download form here:

https://www.morimotohid.com/docs/Sweepstakes/2024/9sept/MM-shopping-spree-mail-in-form.pdf

- 2. Fill out completely to enter. Any missed information will disqualify the participant from winning. Only entries that contain all requested information will be honored.
- 3. Mail the completed form here:

Morimoto Lighting

ATTN: \$5,000 Shopping Spree 2281 Defoor Hills Rd NW

4. Must be RECEIVED by Morimoto staff by 10/3/24 to qualify.

Entries are limited to one (1) entry per person, per day, during the Sweepstakes Period. Attempts to submit more than the allowed number of entries by using multiple or different addresses, identities or other methods will cause such entries to be void. Any entries generated by robotic, programmed, script, macro or other automated devices will be disqualified. All entries and entry information become the property of the Sponsor. Sponsor in its sole discretion will decide whether a given entry satisfies the criteria for entry in the Sweepstakes. Only those entries actually received during the Sweepstakes Period will be entered in the random drawing as set forth in Section 6. All times are measured by Sponsor's clock. Sponsor and the Sweepstakes Partners are not responsible for incorrectly entered, lost, late, garbled, incomplete, damaged, or misdirected entries. False or deceptive entries or acts will render the entrant ineligible.

5. Prize and Odds of Winning: One winner will win one prize, for a total of 1 prizes. Winner will be drawn at random.

Prize: \$5,000 in store credit to be utilized for Morimoto Lighting Products

- 6. Drawing: The drawing will occur on 10/4/2024
- **7. Prize Notification:** Prospective winners will be notified by phone and/or by email within approximately five (5) days following the random drawing. If a potential winner cannot be contacted or does not answer the phone or email upon the first attempted communication by Sponsor within five (5) days, if any potential winner rejects the Prize, or in the event of noncompliance with these Official Rules, such potential winner will forfeit the Prize and Sponsor may, but is not required to, select an alternate potential winner from among all remaining eligible entries. Upon forfeiture of any Prize, no compensation will be given. Upon contacting a selected potential winner and determining that he/she satisfies all eligibility requirements of the Sweepstakes, including without limitation the execution of the required affidavit of eligibility, liability release and publicity release described in Section 7 below, such individual will be deemed a "Winner".
- 8. Prize Conditions: Sponsor reserves the right to substitute a Prize of the same or approximate retail value. No cash substitutions will be allowed. A Prize is non-assignable and non-transferable. By entering the Sweepstakes, entrants and Winner(s) grant permission to Sponsor and those acting under its authority, the right to use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide, without additional notice, review or approval. As a condition to receiving a Prize, Winners will be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit of Eligibility") within the time period indicated on the winner notification. Federal, state and local income and other taxes on a Prize is solely the responsibility of the Winner(s). Each Winner will be required to provide Sponsor with his/her Social Security Number for tax reporting purposes and will receive a Form 1099 as required by law. Each Winner is solely responsible for any expenses incurred in connection with or incidental to receipt or use of the Prize. Sponsor makes no representations or warranties in connection with the Sweepstakes, the Prize or

the use of the Prize and expressly disclaims all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. All prize details are in Sponsor's sole discretion. Sponsor is not responsible and shall not be liable if a Prize is declined, undeliverable or not redeemed and shall not be responsible for any limitations that prevent a Winner from accepting or using the awarded Prize. Sponsor reserves the right to modify, suspend, extend or cancel the Sweepstakes (with or without notice) at any time in Sponsor's sole discretion, and may, but is not required to, substitute another promotion in its place. Sponsor further reserves the right to amend or change the Official Rules at any time, in Sponsor's sole discretion. Failure of Sponsor to comply with any provision of the Official Rules due to an act of God, act of domestic terrorism, hurricane, war, fire, riot, earthquake, epidemic or pandemic, act of public enemies, actions of governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of the Official Rules. Any personally identifiable information collected from entrants through the Sweepstakes will be collected by Sponsor and will be used for the administration of the Sweepstakes, marketing or other purposes as stated in the Official Rules and otherwise treated in a manner consistent with the Privacy Policy posted at https://www.morimotohid.com/fag BY PARTICIPATING, ENTRANTS AGREE TO ALLOW SPONSOR TO PERIODICALLY SEND NOTIFICATION OF SPECIAL OFFERS AND PROMOTIONS VIA EMAIL. IF AT ANY TIME YOU DECIDE THAT YOU DO NOT WISH TO BECONTACTED FURTHER ABOUT SPECIAL OFFERS AND PROMOTIONS VIA E-MAIL, FOLLOW THE INSTRUCTIONS IN THE EMAIL TO UNSUBSCRIBE.

- 9. Release of Liability: By entering the Sweepstakes, entrants release and discharge the Sponsor and Sweepstakes Partners and any other party associated with the development or administration of the Sweepstakes, together with their respective officers, directors, members, shareholders, employees, independent contractors, representatives, agents, successors and assigns (collectively, the "Released Entities"), from any and all liability whatsoever in connection with the Sweepstakes, including without limitation any and all claims, costs, injuries, losses, damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"), and entrants and the Winners release and discharge the Released Entities from any and all Claims in connection with the administration of the Sweepstakes and the use, misuse, possession or redemption of the Prize. To the fullest extent permitted by law, the Winners shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of the Prize and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the applicable Prize user or owner. Sponsor and the Released Entities are not responsible and shall have no liability for any typographical or other error in the printing, the offering or the announcement of the Winner or in the administration of the Sweepstakes.
- **10. Disclaimers:** (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute regarding the individual who submitted the promo code or email, the entry

will be deemed submitted by the authorized account holder of the email account supplied at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in their sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the website. (iii) Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) The Released Entities are not responsible for errors in the administration or fulfillment of the Sweepstakes, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel the Sweepstakes based upon such error at its sole discretion without liability. (v) THE RELEASED ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH REGARDS TO THE SWEEPSTAKES OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY SWEEPSTAKES -RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 11. Disputes, Applicable Law: All entrants and the Winners agree that any and all disputes, claims and causes of action arising out of or in connection with the Sweepstakes, or any Prize or the determination of the Winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will entrants or the Prize Winner be permitted to obtain awards for, and each entrant and Winner hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrant's or the Winner's actual out-of-pocket expenses incurred by participation in the Sweepstakes, and each entrant and Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, Winners, Sponsor, and the Sweepstakes Partners in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Georgia. All Entrants and Winners consent to the jurisdiction and venue of the courts located within Fulton County, Georgia.
- **12. Winners' List:** To obtain a Winners' list via mail, please mail a self-addressed stamped envelope to Sponsor's address ATTN: \$5,000 Shopping Spree. Requests received after 10/31/24 will not be honored.

13. Sponsor: Morimoto Lighting, 2281 Defoor Hills Rd NW, Atlanta, GA 30318 THE SWEEPSTAKES IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK® INC., INSTAGRAM INC., APPLE INC. OR GOOGLE LLC AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING, YOU HEREBY RELEASE AND HOLD HARMLESS FACEBOOK® INC., INSTAGRAM INC., APPLE INC. OR GOOGLE LLC FROM ANY AND ALL LIABILITY ASSOCIATED WITH THIS CONTEST.