

Retail Refresh: Samsung Makeover Edition

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Retail Refresh: Samsung Makeover Edition (the "Contest") is open only to businesses that are domiciled and primarily operate in the fifty (50) United States and the District of Columbia and are properly registered to do business in all jurisdictions in which it is currently doing business. Entrants must be an owner or employee of the business who are at least eighteen (18) years old at the time of entry. Employees of Samsung Electronics America, Premier Mounts, Merkle Inc., CMGRP, Inc. d/b/a Canvas Blue, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Samsung Electronics America, 85 Challenger Road, Ridgefield Park, NJ. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on August 28, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on November 1, 2019 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit www.samsungretailrefresh.com and follow the links and instructions to complete and submit the registration form, including your name, your business's name, your valid email address your birth date and the business's location (state). Then, follow the directions to upload two (2) photos, one (1) that shows the exterior of your business space and one (1) that shows the interior, submit a header for each photo and submit a short essay outlining why your business's space is in need of a retail refresh and how new digital signage could help transform your business, collectively referred to as your submission ("Submission"). Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform.

Guidelines:

- The Submission's photos must be in jpg, or png format and each must not exceed 100MB in size;
- The Submission's headers each must not exceed 100 characters and the short essay must not exceed 400 words; and
- The Submission's headers and short essay must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission 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;
- The Submission must not contain photo collages or videos;
- The Submission must not contain content created by a third party, such as images or artwork;

- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: A panel of qualified judges, determined by Sponsor in its sole discretion, will score each Submission using the following criteria "(Judging Criteria") and select the three (3) businesses with the three (3) highest-scoring Submissions:

- 50% - Compelling explanation of how signage could transform the business;.
- 30% - Quality of submission, including photos; and
- 20% - Demonstrated business need of a retail refresh

Subject to the entrants' and businesses' compliance with these Official Rules, the business whose Submission receives the highest score will be deemed the potential Grand Prize winner. The business whose Submission receives the second highest score will be deemed the potential First Prize winner. The business whose Submission receives the third highest score will be deemed the potential Second Prize winner. In the event of a tie, the business whose Submission received the highest score for "Compelling explanation of how signage could transform the business," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied businesses. Sponsor will not disclose judging scores. Decisions of the judging panel are final.

8. Winner Requirements: Entrants whose businesses are potential winners will be notified by email on or around November 18, 2019. An authorized owner or agent of each potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") on behalf of the business, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim its prize. If the entrant for a potential winner cannot be contacted, the potential winner fails to execute and return the Declaration or provide any other requested information within the required time period, entrant or potential winner does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole

discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes:

ONE (1) GRAND PRIZE: Up to \$20,000 in Samsung Display products and up to \$8,000 in corresponding installation and mounting solutions from Premier Mounts. Approximate Retail Value ("ARV"): up to \$28,000.

ONE (1) FIRST PRIZE: Up to \$15,000 in Samsung Display products and up to \$8,000 in corresponding installation and mounting solutions from Premier Mounts. ARV: up to \$23,000.

ONE (1) SECOND PRIZE: Up to \$10,000 in Samsung Display products and up to \$8,000 in corresponding installation and mounting solutions from Premier Mounts. ARV: up to \$18,000.

For all Prizes: Prizes will be given in the form of Samsung Display product/s upon consultation/determination with the local Samsung Rep on what would be the most suitable for the store winners. The product value for each prize will not exceed the value identified above. Premier Mounts will provide the install and corresponding mounting solutions to install the Samsung Displays. All other expenses and incidental costs not expressly stated in the prize description above are the sole responsibility of winner. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date of the consultation/determination with the local Samsung Rep and the date the prize is delivered.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per business. Prizes will be fulfilled approximately 3-4 weeks after winner confirmation and consultation with the local Samsung Rep is complete.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Premier Mounts, Administrator, Merkle Inc., CMGRP, Inc. d/b/a Canvas Blue and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each/the winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper

functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.samsung.com/us/account/privacy-policy/and> Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

17. Winner List: For a winner list, visit <http://bit.ly/2LWoQkV>. The winner list will be posted after winner confirmation is complete.

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