Terms and Eligibility Requirements:

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility: This Campaign is open only to those with a valid Facebook account and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of San Diego, Orange Country and Los Angeles and is void where prohibited by law. Employees of Solatube Home, its affiliates, subsidiaries, advertising agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- **2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Solatube Home as final and binding as it relates to the content of this Campaign.
- **3. Campaign Period:** Entries will be accepted online starting on [June 1, 2019, 9:00am, PST] and ending [June 30, 2019, 12:00am, PST]. All online entries must be received by [June 30, 2019, 12:00am, PST]

How to Enter: The Campaign can be entered in 3 steps online, by Facebook. No purchase is necessary to enter. Only one entry allowed per account holder. Follow the Solatube Home page on Facebook. "Like" the official contest post pinned on the Solatube Home Facebook page. "Comment" your dark times story on the official contest post pinned on the Solatube Home Facebook page and include a photo or video. You may enter only once. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Solatube Home.

- **5. Prizes:** Valid entrants will receive one (1) \$50 coupon that can redeemed at Solatube Home (San Diego, Orange County and Los Angeles) if they complete the fill-in form. Only one coupon will be awarded per household. The Winner of the Campaign will receive one (1) Solatube Daylighting System and installation by Solatube Home. Before claiming the prize, the winner must provide his/her correct name, address and telephone number to Solatube Home at the time of notification. Actual/appraised value may differ at time of prize award. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Solatube Home to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: All valid entrants will receive a link via Facebook direct message to a contact fill-in form on the Solatube Home website. Once the entrant completes the form, the entrant will receive one (1) \$50 coupon that can redeemed at Solatube Home (San Diego, Orange County and Los Angeles).

One winner will be selected by vote via a panel of judges and must follow the following criteria to receive one (1) Solatube Daylighting System and installation by Solatube Home: The entry has followed the necessary steps to apply; They have liked the Solatube Home Facebook page, they have liked the Solatube Home contest post, they have commented their dark times home story and they have included a photo or video. The entry must include appropriate language (no profanity, slang, biased language). No lewd, nude, crude, or offensive stories/photographs/ videos (as determined by Solatube Home in its sole and absolute discretion) will be accepted. Solatube Home reserves the right in its sole and absolute discretion to disqualify any entry.

The winner will be notified by Facebook Direct Message within seven (7) days following selection of Winner. Solatube Home shall have no liability for Winner's failure to receive notices due to spam, junk email or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within [15 days] from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SOLATUBE HOME'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- **8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Solatube Home, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
- 9. Terms & Conditions: Solatube Home reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Solatube Home's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, Solatube Home may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Solatube Home. Solatube Home reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or violates these Terms and Conditions. Solatube Home has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Solatube Home reserves the right to seek damages to the fullest extent permitted by law.
- **10. Limitation of Liability:** By entering, You agree to release and hold harmless Solatube Home and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to

the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

- **11. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF San Diego County AND California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
- **12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Solatube Home website. To read the Privacy Policy, <u>click here</u>.
- **13. Facebook:** The Campaign hosted by Solatube Home is in no way sponsored, endorsed, administered by, or associated with Facebook.
- **14.** By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.