

Designtex 5x5 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Designtex 5x5 Sweepstakes ("Promotion") begins January 9, 2019 at 12:00:00 AM Eastern Time ("ET") and ends at 11:59:59 PM ET on January 31, 2019 ("Promotion Period").

EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT IS AT LEAST 18 YEARS OF AGE AND THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND UNDERSTANDS AND AGREES TO ITS CONTENTS. IF ENTRANT IS NOT AT LEAST 18 YEARS OF AGE OR DOES NOT AGREE TO THESE OFFICIAL RULES, DO NOT PARTICIPATE IN THIS PROMOTION.

ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and District of Columbia, who are 18 years of age or older as of the date of their entry, and are practicing architects and designers working in commercial interiors. Employees, officers and directors of The DesignTex Group Inc. (the "Sponsor") and Sponsor's affiliates, subsidiaries, vendors, consultants, contractors, advertising and marketing agencies, and social media sites used by Sponsor to communicate or administer the Promotion (collectively, the "Promotion Parties"), their immediate families (regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, entrants agree to these Official Rules which are final and binding in all respects. Void where prohibited by law, rule or regulation. All applicable federal, state and local laws and regulations apply.

HOW TO ENTER THE SWEEPSTAKES: To enter the Promotion, you must take the following steps before the end of the Promotion Period:

- Navigate to info.designtex.com/5x5
- Complete the online entry form

Limit of one (1) entry per person during the Promotion Period regardless of the method of entry. Additional entries will be disqualified. Sponsor will not verify receipt of entries and has no obligation to advise entrant of an incomplete or otherwise non-compliant entry. Entries missing required information will be disqualified. Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, unintelligible, or corrupted entries. All entries become the sole property of Sponsor and will not be acknowledged or returned.

PRIZES, DRAWINGS & ODDS OF WINNING: Five prizes (the "Prizes") will be selected in a random computer-generated drawing. The drawing for the Prizes (described below) will be held by February 28, 2019. The drawing will be from all eligible entries received throughout the Promotion Period. The drawing will be conducted by Sponsor. Odds of winning depend upon the number of eligible entries received. Each prize will be assigned to each winner at random.

PRIZE: The Prize will consist of the following:

One (1) signed print from one of the five 5x5 collection artists. (5 artist prints total with one winner of each print)

The Approximate Retail Value ("ARV") of the Prize is \$500.

WINNER NOTIFICATIONS: Potential winners will receive Prize notifications and Prize claim information via e-mail within forty-eight (48) hours after the February 28, 2019 drawing, or as soon thereafter as reasonably practicable. Sponsor is not responsible for any change in entrant's registration contact information. Potential winners are subject to verification, including verification of age and employment. If such potential winners cannot be contacted within a reasonable time period, the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, s/he will forfeit that Prize and, if time permits, an alternate winner will be selected from among all remaining entries for that drawing.

PUBLICITY RELEASE: Except where prohibited or restricted by law and notwithstanding that the winner may be required to sign a separate Affidavit of Eligibility and Liability/Publicity Release, the winner's acceptance of the Prize constitutes the winner's agreement and consent for Sponsor to use and/or publish the winner's full name, city and state of residence, Promotion entry, and/or statements made by winner regarding the Promotion or Sponsor, winner's voice, photographs and other likeness, worldwide and in perpetuity for any and all purposes, including, but not limited

to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, without further limitation, restriction, compensation, notice, review or approval.

GENERAL PRIZE CONDITIONS: Prizes will only be awarded by Sponsor upon potential winners' verification of eligibility (if requested) and compliance with these Official Rules and final approval by Sponsor. No Prize substitution, cash equivalent of Prize, transfer or assignment of Prize is permitted, except by Sponsor which reserves the right to substitute prizes with one of comparable or greater value, in its sole discretion. Prizes are awarded "as-is" with no warranty or guarantee, either express or implied, except as covered by the respective manufacturer. An unclaimed Prize will not be awarded. All taxes on a Prize and any other costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the sole responsibility of the winner. A 1099 tax form will be issued when required. Notwithstanding anything herein, a potential Prize winner may be required to complete and return an Affidavit of Eligibility and Liability/Publicity Release form within five (5) calendar days of attempted delivery of same. Entrants who do not follow all of the instructions, provide the required information, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Online entries will be considered to be entered by the authorized account holder of the email address or social media profile submitted at time of entry. The authorized account holder is deemed as the natural person who is assigned to an email address or social media profile by an online service provider or other organization that is responsible for such authorization. Entrants found to use multiple email or social media accounts to enter will be disqualified. This Promotion is in no way sponsored, endorsed or associated with any social media sites used by Sponsor to communicate or administer the Promotion.

PRIVACY: Personal information collected by Sponsor will be used for the administration of the Promotion and awarding of a Prize as set out in these Official Rules. Please refer to Sponsor's privacy policy at <http://www.designtex.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information by Sponsor.

RELEASE: By participating in the Promotion, entrants and the winners agree to release, discharge and hold harmless the Promotion Parties and the respective officers, directors, employees, shareholders, agents and representatives of each, from any and all claims, expenses, damages or liability, whether direct or indirect, which may be due to or arise out of participation in the Promotion, or the acceptance, use/misuse or possession of any Prize (or activity related thereto). As a condition of entering the Promotion, entrants and the winners agree that: (1) under no circumstances will entrant and/or the winners be permitted to obtain awards for, and they hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all cause of action arising out of or connected with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) in no event will any entrant and/or winner be entitled to receive attorneys' fees.

DISCLAIMER: Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Promotion Parties are not responsible or liable for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Promotion, and Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Promotion. Sponsor may prohibit an entrant from participating in the Promotion or winning a Prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Promotion or undermine the purpose of the Promotion in any way by cheating, hacking, deception, or any other unfair playing practices of entrant, or behavior intending to annoy, abuse, threaten or harass third parties, any other players, or Sponsor representatives. Use of any bulk or automated system to participate is strictly prohibited and will result in immediate disqualification. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, 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 or provisions. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of competent jurisdiction sitting in the State of Michigan, County of Kent. Entrants and/or winners hereby irrevocably consent to the personal jurisdiction of said courts.

WINNERS LIST: To receive information regarding the winner(s) for the Promotion, send a self-addressed stamped envelope to Sponsor at the address listed below. Please reference the Designtex Sweepstakes with your request.

SPONSOR: The Design Tex Group Inc., 200 Varick Street, 8th Floor, New York, NY 10014

© 2019 The Design Tex Group Inc. All rights reserved.