



Installation Awards: Planar UltraRes Series Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. These Rules exempt Planar Systems Inc. ("Sponsor") and other persons from liability or limit their liability, specify the jurisdiction for the resolution of disputes, and contain other important provisions. Participation constitutes the entrant's full and unconditional agreement to these Rules and to the Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Entrants must comply with all terms and conditions of these Rules.

- 1. DESCRIPTION OF CONTEST.** The Installation Awards: Planar® UltraRes™ Series (the "Contest") invites resellers to show off how they have installed Planar® UltraRes™ Series products in executive offices, board rooms, and other spaces. Weekly winners will receive VISA® gift cards worth \$100 USD.
- 2. ELIGIBILITY.** The Contest is open only to Planar integrators, resellers, designers, and technology partners who are legal residents of the 50 United States (including District of Columbia) or Canada (excluding residents of Quebec), who are at least the age of majority in the state, province or territory in which they reside at time of entry. Employees of Sponsor, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. In addition, companies whose primary business is developing or selling electronic displays may not enter. The Contest is subject to all applicable federal, state and local laws and regulations. **Void where prohibited.** Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest.
- 3. PROMOTION DURATION.** The Contest begins on March 8, 2016 at 10:30 a.m. Pacific Time ("PT") and ends on June 2, 2016 at 11:59 p.m. PT (the "Contest Period"). The time stamp used in connection with the Entry Landing Page (as described below) will be used to determine date and time of receipt.
- 4. HOW TO ENTER.** During the Contest Period, go to www.planar.com/installationawards ("Entry Landing Page") to complete an entry form and submit your materials (collectively, your "Submission"). The Entry Landing Page will host detailed instructions (including and other information), a frequently-asked-questions section, and other materials. You may submit as many different Submissions as you like. Each Submission will be judged as a separate entry. Sponsor will not verify receipt of entries. All Submission must conform to the Submission Guidelines and Submission Restrictions set forth below.
- 5. SUBMISSION GUIDELINES.** The Submission must include one photograph and a written description depicting a Planar® UltraRes™ Series product as it has been installed. The Submission must depict an UltraRes™ Series product installation that you either installed, sold, designed, or otherwise were involved in. Each Submission must meet all the following requirements (the "Submission Guidelines"):
 - a. Contest Images:** Your Submission must include, at minimum, one two-dimensional photograph and a written description. You may, but are not required to, submit additional photos, videos, and/or audio recordings.

- b. **Format and Size:** The two two-dimensional images comprising a Submission must be in one of the following formats: .zip, .jpg, .png, or .pdf. If you submit additional materials, the additional material may be in any of the following formats: .zip, .jpg, .png, .mov, or .mp4.
 - c. **Entry Landing Page:** Submissions must be submitted via the Entry Landing Page. Submissions received via email, social media or postal mail may be disqualified.
 - d. **Originality and Ownership:** The Submission must be entirely your own original work. You represent and warrant that no other person or entity has any claim to any of the materials or other intellectual property contained in your Submission. If you are submitting a Submission on behalf of your employer, then you represent and warrant that you are participating with the knowledge and consent of your employer. In such case, your employer shall be identified as the entrant and (if selected) the winner.
 - e. **Location Releases:** You represent and warrant that you have written permission from the owner of the installation (the "End User") and, if applicable, the owner of the premises (the "Owner") to create, reproduce distribute and display the photograph and all other materials included in the Submission, and that such permission grants Sponsor the rights to: (i) publicize the Submission, including displaying the Submission for commercial purposes, and (ii) identify the End User and the premises by name.
 - f. **Third-party Intellectual Property and Publicity Rights:** If any content or materials are depicted in your Submission that you did not create or do not own (e.g., the content, designs, images, sculptural works, architectural works and/or trademarks displayed on screens or in the background), you must have written permission from the intellectual property rights owner to use, reproduce, distribute and display such content. In addition, you must have permission from any person who appears recognizably in your Submission. You may be required to provide proof of such permissions.
 - g. **Submission Restrictions:** The Submission may not violate any of the restrictions noted below.
- 6. SUBMISSION RESTRICTIONS.** By submitting a Submission, you represent and warrant that your Submission, and the use of the Submission as described in Section 12, below, does not and will not:
- a. infringe on the copyright, trade secret, trademark, patent, privacy, or publicity rights of others;
 - b. contain any content, material or element that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a commercial entity;
 - c. contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity, unless such third party or entity has provided written permission;
 - d. disparage Sponsor, any Owner, or any other person, company, brand or party whether affiliated with the promotion and administration of this Contest or not;
 - e. contain any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;

- f. be posted in a false name or the name of another person, or include impersonations of any person;
- g. include illegal material or encourage, solicit, or glorify illegal activity;
- h. contain false statements or misrepresentations that could damage you, Sponsor, an Owner, or any third party; or
- i. include commercial advertisements or solicitations.

Sponsor reserves the right, in its sole discretion, to disqualify or reject any Submission that it deems to violate the foregoing Submission Guidelines and Submission Restrictions or that it deems to be offensive, inappropriate or not in keeping with the theme and spirit of the Contest. Sponsor also reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Official Rules; or to have engaged in any fraud. Any use of robotic, automatic, macro, programmed or like methods of entry will void all such entries by such methods and persons using any such methods will be disqualified. Incomplete, illegible, false or deceptive entries are void.

Sponsor is not responsible for any expenses incurred by entrants in connection with their participation in the Contest, and Submissions will not be returned.

7. PRIZES.

- a. **Weekly Winners:** Weekly winners will be announced every Friday, beginning March 18, 2016. The final weekly winner will be announced June 3, 2016. Each weekly winner will be awarded one VISA® gift card worth \$100 USD.
- b. **Participation Award:** The entrant with the most Submissions will be awarded one VISA® gift card worth \$100 USD. This winner will be announced June 3, 2016.

Total ARV: \$1,300.00 USD.

Odds of winning a prize depend on the number of eligible entries received during the Contest Period.

8. SELECTION OF POTENTIAL WINNERS. Sponsor will judge the Submissions against all Submission received to date and will select, in its sole discretion, one or more potential winners from the pool of nominees profiled in the entries, based on the following criteria:

- a. Best use of an UltraRes™ Series product – 50%
- b. Quality – 25%
- c. End User identifying information included – 25%

9. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

- 10.** Notification and Verification of Potential Winners: Each winner will be notified by email on each Friday during the Contest Period (beginning Friday, March 18, 2016). If a potential winner cannot be contacted within 7 days of Sponsor's sending a notification, the potential winner forfeits that prize. In the event that a potential winner of a prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner based on the judging criteria above. Unclaimed prizes will not be awarded. Winners may waive their right to receive prizes, but will not receive any alternate prize or cash value. Prizes are not assignable or transferable. Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Each winner will be required to provide his or her social security or tax identification number, as well as return a Form W-9, as a condition of prize award. Potential winners will be required to complete an affidavit of eligibility/liability and publicity release (except where prohibited by law), which must be returned within 10 days of receipt. Failure to sign and return the affidavit or release within 10 days, or to comply with any term or condition of these Official Rules, may result in a potential winner's disqualification, and the forfeiture of his or her interest in the prize.
- 11.** WINNER LIST. For a winner list, send a self-addressed, stamped envelope to Planar Systems, Inc., 1195 NW Compton Dr., Beaverton, OR 97006. A winner's list will be available on June 10, 2016 for 30 days thereafter.
- 12.** USE OF SUBMISSION. As between Sponsor and the entrant, the entrant retains ownership of all intellectual property rights in and to the Submission. As a condition of entry, and by submitting your Submission, you hereby grant to Sponsor the royalty-free, nonexclusive, irrevocable, worldwide, perpetual, fully transferable and sublicensable right to commercialize, reproduce, modify, make derivative works, display, distribute, perform and otherwise use the Submission (and any ideas, concepts, inventions, and intellectual property embodied or depicted therein), in any form, media or format, whether now known or hereafter developed, including, but not limited to, in print form, in digital form, on the Internet and in the advertising and promotion of Sponsor's products and services without further consideration. You acknowledge and agree that Sponsor is not obligated to use the Submission, but that if Sponsor does use the Submission (whether or not entrant is declared the winner of the Contest), you will not be entitled to any notice or payments of any kind. Sponsor agrees to credit you in connection with any reproductions of your Submission. To the fullest extent permitted by law, you waive any moral rights you may have to the Submission. Sponsor retains all rights in all Planar products and services, and entry into this Contest will in no case serve to transfer any Planar intellectual property rights to the entrant.
- 13.** PUBLICITY RELEASE. Your participation the Contest (whether or not you are declared the winner) constitutes permission for the Sponsor to use your name, photograph, likeness, statements, biographical information, voice, and city and state address ("Likeness") for promotional or advertising purposes in connection with this Contest and Sponsor's products and services, on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, including without limitation, on Sponsor's website, without review, permission or further compensation (except where prohibited by law). You consent to Sponsor's use of your Likeness and agree that: (a) no further consideration will be paid to you for such use; (b) consent and release is given without coercion or duress; (c) this agreement is binding upon your heirs and future legal representatives; and (d) the consent is not limited to this Contest, and your name and submission may be used in subsequent Sponsor media.
- 14.** WAIVER. You waive any right to inspect, select, or approve Sponsor's use of the Submission. You hereby release, discharge, and hold harmless Released Parties (as defined below), from any liability for alterations, distortions, or any other modifications, whether intentional or otherwise, of the Submission.

- 15. NOT AN OFFER OR CONTRACT OF EMPLOYMENT.** Under no circumstances shall the Submission, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with Sponsor. Entrants acknowledge that they submitted their Submissions voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor and that no such relationship is established by your Submission under these Rules
- 16. RELEASE.** By participating in this Contest, you release and hold harmless Sponsor, Sponsor's suppliers and service providers, and each entity's officers, members, directors, agents, and employees ("Released Parties") harmless from any and all losses, costs, liabilities or expenses arising out of or relating to: (a) a claim or cause of action alleging personal injury, death, or damage to or loss of property; (b) your participation in the Contest, including the receipt, use, or misuse of any prize; and (c) Sponsor's use (or misuse) of your Submission or your Likeness.
- 17. LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or errors in equipment or programming used in association with the execution of the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections of websites, internet access, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) any lost, late, delayed, destroyed or misdirected Submissions, whether caused by Sponsor, any entrant, or any technical or other error; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt or use or misuse of any prize. Sponsor expects you to save copies of your Submission. If for any reason your Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, Sponsor, at its discretion, may elect to award the prize to a winner from among all eligible entries received up to the date of discontinuance. No more than the stated number of prizes will be awarded.
- 18. INDEMNIFICATION.** By participating in this Contest, you agree to defend, indemnify, and hold harmless the Released Parties and their officers, directors, employees and agents from and against any all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out or relating to your breach of these Official Rules or any use of the Submission, including but not limited to claims for copyright, trademark or other intellectual property infringement, any claims for violation of privacy or publicity rights, or any claim that the Submission violates any applicable law, rule, regulation or order.
- 19. GENERAL CONDITIONS.** Sponsor reserves the right to cancel, suspend, amend and modify the Contest, or any part of it, if any fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes from among the eligible Submissions received up to the time of the impairment, based on the judging criteria listed above. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law. If such an attempt is made, Sponsor may seek damages 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.

- 20.** DISPUTES. Except where prohibited, you agree 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 only in the appropriate court having jurisdiction in Portland, Oregon;** (2) any and all claims, judgments and awards against Sponsor 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 you be permitted to obtain awards for, and you hereby waive 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 Oregon, without giving effect to any conflict of law rules.

ENTRANT'S PERSONAL INFORMATION. By participating in the Contest, you consent to Sponsor's collection, use and disclosure of your personal information for the purposes of administering and communicating with you about the Contest and other purposes as described in Sponsor's Privacy Policy, which you may view at <http://www.planaronline.com/privacy/>.

In addition, for eligible residents of the United States at the time of entry or at the time of prize selection and collection at the sole discretion of Sponsor: By entering the Contest, you agree to receive email newsletters, updates, and/or other promotional communications periodically from Sponsor. Entrants can opt-out of receiving communications at any time by clicking the unsubscribe link in the email newsletter.

In addition, for eligible residents of Canada at the time of entry or at the time of prize selection and collection at the sole discretion of Sponsor: No communication unrelated to the Contest, commercial or otherwise, will be sent to an entrant by the Sponsor, unless the entrant has otherwise authorized the Sponsor to do so or as permitted by law.

- 21.** SPONSOR. Planar Systems, Inc., 1195 NW Compton Dr., Beaverton, OR 97006.
- 22.** **QUESTIONS.** If you have questions about this Contest, please contact Planar at awards@planar.com.