

Acuity Brands Limited Scope Incentive Program Official Master Rules

Sponsor: The incentive program ("Incentive Program") is sponsored by Acuity Brands Lighting, Inc., One Lithonia Way, Conyers, GA 30012 ("Sponsor").

Eligibility: The Incentive Program is open to legal residents of the 50 U.S. states (excluding territories), and the District of Columbia, and Canada (excluding Quebec) (collectively, the "Eligible Territory") who are nineteen (19) years of age or older on the date of entry who are either authorized distributor sales representatives, agency sales representatives, or electrical contractors, as applicable, and who meet any other requirements identified in the rules for the applicable promotion to which these Master Rules are linked (the "Promotion Specific Rules"). Employees, officers, and directors, and their immediate family members (defined as spouse, partner, children, parents, in-laws, siblings, and/or members of household) of Sponsor and its parent company, affiliates, subsidiaries any categories of people identified in the Promotion Specific Rules are not eligible to participate. The Incentive Program is also not open to persons whose employers' ethics or gift policies prohibit their participation.

Program Period: The Incentive Program covers sales made during the period beginning at 12:01 AM ET on the start date identified in the Promotion Specific Rules and ends at 11:59 PM ET on the end date identified in the Promotion Specific Rules (the "Program Period").

To Participate: To participate in the Incentive Program, eligible participants ("Participants") must sell qualifying products and complete the redemption process as specified in the Promotion Specific Rules (the "Submittal"). Clearly marked invoices must accompany the Submittal to verify sales of qualifying products. To be eligible, qualifying products must have been invoiced (and shipped, if applicable) within the Program Period. Only one Participant is eligible to claim credit for each qualifying product sale. The Participant's employer is responsible for determining which Participant who is employed by such entity may claim credit for an order in its Submittal, and the employer may make Submittals on behalf of Participants. Submittals must be received by 11:59 PM ET on date identified in the Promotion Specific Rules. Any Submittals submitted after such date will not be eligible for the Incentive Program. Participants must sell the minimum number or dollar value of qualifying products, as identified in the Program Specific Rules, to be eligible to participate in the Incentive Program. Qualifying products and the respective qualifying amounts of sales of such products are as identified in the Promotion Specific Rules. Released Parties (as defined below) are not responsible for late, incomplete, inaccurate, or duplicate Submittals, and all such Submittals will be void. Submittals become the sole property of Sponsor and none will be returned. Released Parties are not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor may request additional documentation as necessary to verify eligible Incentive Program qualifying sales.

Award of Incentive Rewards: The applicable Incentive Program rewards available for qualifying sales of qualifying products ("Incentive Rewards") are as identified in the Program Specific Rules. If any Incentive Reward is based on attaining the highest level of achievement on a comparative basis, and more than one person attains such level, Sponsor, in its sole discretion, will determine the recipient(s) of the Incentive Reward. In order to receive any Incentive Rewards that are earned, Participant is required to execute and return applicable tax withholding documents, if the cumulative value of Incentive Rewards and other payments received by a Participant will exceed statutory thresholds, within the time period to be indicated in the correspondence accompanying such documents. If the Participant fails to comply with these requirements, the Participant will be disqualified from receiving Incentive Rewards under the Incentive Program. Participant is responsible for payment of all applicable federal, state, provincial and local taxes in connection with payment of Incentive Rewards under the Incentive Program and will receive an IRS Form 1099 or similar Canadian reporting form if the cumulative value of Incentive Rewards and other payments made to Participant by Sponsor exceed statutory thresholds. Incentive Rewards earned by Participants will be paid in the form identified in the Program Specific Rules. Incentive Rewards will be mailed unless otherwise identified in the

Promotion Specific Rules. Sponsor not responsible for lost, late, misdirected, undelivered, unclaimed, returned or stolen mail. Allow 4-6 weeks for delivery of Incentive Rewards unless otherwise identified in the Promotion Specific Rules. No substitution, transfer, or cash in lieu of rewards except by Sponsor. Sponsor reserves the right to substitute rewards of comparable or greater value, at its sole discretion. Participant will be solely responsible for all federal, state, and local taxes in connection with the receipt of rewards. Sponsor is not responsible for lost, late, misdirected, undelivered, unclaimed, returned or stolen deliveries. Sales under the Incentive Program cannot be applied to any other Sponsor promotional offers.

General Terms & Conditions: Incentive Program is subject to all applicable federal, state, and local laws and regulations and is void outside the United States and Canada and where prohibited by law. All details and other restrictions of any Incentive Program payment not specified in these Master Rules will be determined by Sponsor in its sole discretion. By participating, Participants (a) agree to be bound by these Master Rules and the decisions of Sponsor, which shall be final in all respects and (b) agree that any dispute arising under this Incentive Program will be governed by, and construed in accordance with, the laws of the State of Georgia, USA, without giving effect to any choice of law or conflict of law rules, (d) consent to the jurisdiction and venue of the federal, state, and local courts located in Atlanta, Georgia, and (e) release and hold Sponsor and its parent, affiliated companies, subsidiaries, distributors, dealers, retailers, printers, advertising, and promotion agencies, and any and all other companies associated with the design and execution of this Incentive Program (the "Released Parties") harmless from and against any and all claims, damages and liability of any kind arising, in whole or in part, directly or indirectly, from or in connection with the participation in the Incentive Program, and assume all liability in connection therewith. Participants agree to indemnify and hold the Released Parties harmless from and against any claims arising out of a breach by Participant of any of the representation and warranties contained in these Master Rules. Any and all disputes, claims, and causes of action arising out of or in connection with this Incentive Program shall be resolved individually, without resort to any form of class action. Sponsor shall not be responsible if the Incentive Program cannot be implemented or if a reward cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. If for any reason this Incentive Program is not capable of running as planned due to tampering, unauthorized intervention, fraud, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Incentive Program, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Incentive Program. Sponsor also reserves the right, at its sole discretion, to disqualify any individual (and void his/her Submittal) who tampers with the Submittal process or who is otherwise in violation of these Rules. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH MAKING SUBMITTALS UNDER THIS INCENTIVE PROGRAM. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

Privacy Policy and Inquiries: Any personal information supplied by Participants when entering this Incentive Program will be subject to Sponsor's privacy policy posted on Sponsor's website at <http://www.acuitybrands.com/privacy-policy>. In addition, by entering the Incentive Program, you grant Sponsor permission to use your email address, tax identification number and any other personally identifiable information for the purpose of administration and reward fulfillment. All inquiries regarding these Master Rules, execution of the Incentive Program may be directed to Distributor Marketing, distributormarketing@acuitybrands.com.