## **ACUITY BRANDS LIGHTING, INC.**

## Acuity Academy Summer Contest – Virtual Games OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

**Promotion Entry Period/Sponsor:** The "Acuity Brands Acuity Academy Summer – Virtual Games" ("Giveaway") runs from June through August 2020. The specific entry period for each individual virtual game is outlined at the Acuity Academy Summer Contest homepage at acuitybrands.com/virtual (each, an "Entry Period"). Sponsor is Acuity Brands Lighting, Inc., 1400 Lester Road NW, Conyers, Georgia 30012.

**Eligibility**: The Giveaway is open to legal residents of the 50 U.S. States (including territories), and the District of Columbia and Canada (excluding Quebec), who are nineteen (19) years of age or older on the date of entry and who are approved registered users of Acuity Academy. Employees, officers, and directors, and their immediate family members (defined as spouse, partner, children, parents, in-laws, siblings, and/or members of household) user and its parent company, affiliates, subsidiaries, lighting agencies, and any other person or entity involved in the design or execution of this Giveaway are not eligible to participate. Giveaway is also not open to persons whose employers' ethics or gift policies prohibit their participation. By entering Giveaway, entrants agree to all terms and conditions set forth in these Official Rules.

**How to Enter and Win**: During the Entry Period for each virtual game, visit the Acuity Academy Summer Contest homepage at acuitybrands.com/virtual and sign up for such virtual game. While playing the virtual game, the players will earn varying levels of points for correct answers. The players that come in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place for each such virtual game based on the total number of points earned will receive a prize.

**Prizes and Odds**: Three prizes ("Prizes") will be awarded for each virtual game. First Prize consists of one (1) **Amazon.com gift card of \$100**.. Second Prize consists of one (1) **Amazon.com gift card of \$50**. Third Prize consists of one (1) **Amazon.com gift card of \$25**. No substitution, transfer, or cash redemption in lieu of Prizes. Sponsor reserves the right to substitute prizes of comparable or greater value, at its sole discretion. Except as specifically provided above, Prize Winners (as described below) will be solely responsible for payment of all federal, state, provincial and local taxes in connection with the receipt of the Prize. Prize Winners are solely responsible for all any expenses not listed herein related to acceptance and use of the Prize.

Notification and Receipt of Prizes: The Prize winners will be announced at the end of each virtual game during the applicable Entry Period by representatives of Sponsor, whose decisions are final and binding in all respects. The person who has earned the most points in the applicable virtual game will be declared the First place Prize winner. The First Prize winner will receive the Amazon.com gift card of \$100. The person who has earned the second most points will be declared the Second Prize winner. The Second place Prize winner will receive the Amazon.com gift card of \$50. The person who has earned the third most points will be declared the Third place Prize winner and the Third place Prize winner will receive the Amazon.com gift card of \$25. Prize winners will be announced via the live virtual game, email, Twitter and/or other social media as well as being contacted directly via email upon winning. The Prizes will be delivered to the winners by Acuity Brands within four (4) weeks after winner verification and the winner providing a valid mailing address in the United States or Canada.

General Terms & Conditions, Limitations on Liability and Release: Giveaway is subject to all applicable federal, state, provincial and local laws and regulations and is void outside the United States and Canada and where prohibited by law. By participating in this Giveaway, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Giveaway. In the event a winner is later found to be in violation of any of these rules, he/she will be required to forfeit the prize or, at Sponsor's sole discretion, to reimburse Sponsor for the stated value of the prize if such violation is found after the prize has been used by such winner. All prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsor. Merchandise prizes carry no warranty other

than that offered by manufacturers or as required by law. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

By participating, entrants (a) agree that their name may be shared publicly if they win, (b) agree that any dispute arising under this Giveaway 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, (c) consent to the jurisdiction and venue of the federal, state, and local courts located in Atlanta, Georgia, and (d) release and hold Sponsor, 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 Giveaway (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 acceptance, possession or use/misuse of any prize or participation in the Giveaway or in any prize-related activities, and assume all liability in connection therewith. Entrants agree to indemnify and hold the Released Parties harmless from and against any claims arising out of a breach by Entrant of any of the representation and warranties contained in these Official Rules. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway shall be resolved individually, without resort to any form of class action. Sponsor shall not be responsible for lost, late, illegible, incomplete, inaccurate, misdirected, undelivered, delayed or damaged entries, or for mechanical, technical, typographical, human, or other errors or malfunctions relating to or in connection with the Giveaway. Sponsor shall not be responsible if the Giveaway cannot be implemented or if a Prize 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. All conversations in connection with the Giveaway must be conducted in English. Sponsor cannot translate for non-English-speaking Entrants.

If for any reason this Giveaway 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 Giveaway, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Giveaway. Sponsor also reserves the right, at its sole discretion, to disqualify any individual (and void his/her entry) who tampers with the entry process or who is otherwise in violation of these Rules. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND MAY RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE GIVEAWAY. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR

THIRD-PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Privacy Policy:** Except for sharing the names of the winners as provided below, any personal information supplied by Entrants when entering this Giveaway will be subject to Sponsor's privacy policy posted on Sponsor's website at <a href="http://www.acuitybrands.com/Utilities/PrivacyPolicy.aspx">http://www.acuitybrands.com/Utilities/PrivacyPolicy.aspx</a>.

**Winners List**: The names of the winners will be announced by Sponsor as provided above in the Section titled "Notification and Receipt of Prizes". Alternatively, for the name of the Prize Winners (available after September 1, 2020), mail a self-addressed, stamped envelope to: Acuity Brands Lighting, Inc., Attn: Valencia Woods, 1400 Lester Road NW, Conyers, Georgia 30012. Requests must be received by September 30, 2020.

**Inquiries:** All inquiries regarding these Official Rules or execution of the Giveaway may be directed to Dani Senne, 770-860-2273.

**Disclaimer**: Amazon is a registered trademark of Amazon.com, Inc. Amazon is not a participating partner or sponsor of this Giveaway and does not necessarily endorse Acuity Brands products.