

2017 Reimagine Retail Official Rules

1. HOW TO ENTER:

(A) **Original Essay:** To participate in the 2017 Reimagine Retail Contest (the “Contest”), an eligible participant (a “Participant”) must submit an original essay of 500 words or less (the “Essay”) addressing the question ” What would you do to improve your store with \$100,000?”

The Essay must relate to **one** of the following four retail themes: store design, technology, employees (training, retaining, and/or recruiting), or products.

The Essay may be submitted with accompanying photos and/or videos.

(B) **Content Criteria.** The Essay and any accompanying materials, including the corresponding photos and/or videos, must meet the originality criteria of Section 6 below and the content guidelines of Section 7 below (the “Criteria”). Essays which do not meet the Criteria shall be disqualified.

(C) Essays must be submitted by 11:59 p.m. ET on March 24, 2017. There are two ways for Participant to submit an Essay:

- (i) Email the Essay and any corresponding photos and/or videos to agochee@reedexpo.com with Participant’s name and contact information of the Participant liaison for the Contest; or
- (ii) Upload the Essay and any corresponding photos and/or videos and fill out the entry form located here <http://www.nationalhardwareshow.com/Reimagine-Retail/What-would-you-do-with-100000-to-improve-your-store/>

(D) Each Participant shall only be permitted to enter one Essay.

(E) The Contest Period begins February 21, 2017 and ends on March 24, 2017.

2. ELIGIBILITY:

Only Independent Retailers with at least one (1) representative registered to attend the 2017 National Hardware Show (the “Show”) are eligible to participate in this Contest. For purposes of eligibility, “Independent Retailer” means (i) a legal resident of the United States of America or Canada, or (ii) a privately-owned legal entity formed under the laws of a U.S. state, Canada or a Canadian province, who or which is the owner of one or more independently owned and operated brick and mortar retail establishments located in the United States of America or Canada. Residents of Quebec and legal entities formed under the laws of Quebec are not eligible to participate in this Contest.

For purposes of clarity:

(i) If a bricks and mortar retail establishment also sells goods through an online website operated under the same name as the bricks and mortar establishment, such online presence will not disqualify an otherwise eligible bricks and mortar retail establishment.

(ii) A bricks and mortar retail establishment owned in part or in whole by a publicly-traded company is not an Independent Retailer.

(iii) The Participant shall be deemed to be the owner of the Independent Retailer regardless of the representative who enters on the Independent Retailer's behalf.

Show Exhibitors are not eligible to participate in this Contest. This Contest is open to legal residents of the United States of America and Canada (with the exception of Quebec), 18 years of age or older at their time of entry. Employees (and their immediate families and household members) of Reed Exhibitions Americas or its affiliates are not eligible. Employees (and their immediate families and household members) of Reed Exhibitions' advertising and promotion agencies or their affiliates are not eligible. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.

3. PRIZE: A total of one (1) grand prize will be awarded (total estimated value of the grand prize is US\$100,000.00). There are no additional prizes.

Grand Prize: The grand prize (the "Prize") shall consist of (i) **US\$20,000.00** cash (the "Initial Payment") to be used exclusively for Eligible Improvements made by the grand prize winner to its bricks and mortar retail location(s) during the period beginning May 12, 2017 and ending December 31, 2017 (the "Prize Period"), provided by Sponsor via check or EFT, in Sponsor's sole discretion, and (ii) **US\$80,000.00** cash reimbursement for Eligible Improvements made by the grand prize winner to its bricks and mortar retail location(s) during Prize Period. The Initial Payment shall be sent to the grand prize winner within sixty (60) days of the announcement of the grand prize winner.

Please note:

(i) "Eligible Improvements" mean improvements to store design, technology, employees, and products and include, but are not limited to, new display cases and solutions, flooring, paint and decoration; inventory management systems (hardware and software); check out process (hardware and software); employee training, recruitment and retention; and advertising and public relations. Sponsor reserves the right to determine, in its sole discretion, what qualifies as an Eligible Improvement and Sponsor's decision on what qualifies as an Eligible Improvement shall be binding and final.

(ii) If the grand prize winner spends less than US\$100,000.00 on Eligible Improvements during the Prize Period, the grand prize winner shall forfeit the remaining portion of the grand prize.

(iii) In order to receive their grand prize, the grand prize winner must provide to Sponsor (a) a completed W-9 form for tax purposes, (b) a copy of purchase order(s)/receipts for each Eligible Improvement made during the Prize Period no later than thirty days after each respective expenditure is made, and (c) if applicable, before and after photos showing the Eligible Improvement. Reimbursement will be provided by Sponsor via check or EFT, in Sponsor's sole discretion, within forty-five (45) days of receipt of such purchase order(s)/receipts and a completed W-9 form (and, if applicable,

before and after photos showing the Eligible Improvement), unless Sponsor requires additional documentation or evidence of purchase. Reimbursements shall be made directly to the grand prize winner; in no circumstances shall reimbursements be made by Sponsor to any third-party, including but not limited to contractors, vendors, or subcontractors.

For purposes of clarity: If grand prize winner's expenditures for Eligible Improvements occur at multiple times during the Prize Period, grand prize winner shall submit reimbursement requests on a rolling basis as they accrue in order to ensure the respective deadline for each reimbursement request is met.

(iv) Taxes: A 1099-MISC will be issued to the grand prize winner and each of the Finalists. The grand prize winner and each of the Finalists is solely responsible for taxes on the prize received and should consult a tax professional to determine his or her tax liability. Sponsor is not allowed to give tax advice.

4. SELECTION OF GRAND PRIZE WINNER:

(A) After the Contest Period closes on March 24, 2017, each eligible Essay submitted shall be reviewed by Sponsor, and eligible Essays shall be submitted to an advisory committee selected by Sponsor in its sole discretion (the "Advisory Committee"). The Advisory Committee shall select ten (10) Participants as finalists (each, a "Finalist" and collectively, the "Finalists") no later than April 21, 2017. Essays will be assessed on this basis of the criteria set forth in Exhibit A hereto, as may be amended or modified by the Sponsor and/or the Advisory Committee in its or their sole discretion.

The Finalists will be notified by e-mail and/or phone no later than April 28, 2017. In order to be considered for the grand prize, a Finalist must return all required documentation provided by Sponsor within the indicated time period, including execution of an Affidavit of Eligibility and Publicity/Liability Release, to be returned within seven (7) days of the date of Finalist's receipt of such request from Sponsor. In the event of noncompliance with the foregoing requirements by a Finalist, such Finalist will not be eligible to win the grand prize. In the event of noncompliance with the foregoing requirements by all Finalists, Sponsor reserves the right to have the Advisory Committee select additional Finalists and/or to cancel the Contest.

Further, if at any time during the process Sponsor determines in its sole discretion that a Participant does not qualify as an Independent Retailer, that an Essay does not meet the Criteria, or that a Participant has not complied with the Terms of Submission, a Participant may be disqualified.

(B) The Essays of the Finalists shall be reviewed and assessed by a group of industry professionals, retail veterans and collegiate professors selected by Sponsor in its sole discretion (collectively, the "Prize Panel"). The Prize Panel shall select the grand prize winner no later than May 10, 2017.

(C) All Finalists will be invited to a special ceremony at the Show on May 10, 2017 at 2:00 pm PT where the grand prize winner will be announced. Winner need not be present to win. Each Finalist will be allowed to bring one guest to the special ceremony, and Sponsor will provide each Finalist and Finalist's guest with up to \$500.00

per person in reimbursement for reasonable travel expenses via check or EFT, *provided, however*, that in order to receive such reimbursement the Finalist must provide to Sponsor a copy of receipts for such reasonable transportation no later than thirty (30) days after expenditure on such transportation is made and Finalist shall provide Sponsor with any additional documentation or evidence of purchase as is reasonably requested by Sponsor. Reimbursements shall be made directly to the Finalist; in no circumstances shall reimbursements be made by Sponsor to any third-party. Each Finalist will also receive hotel accommodations for two (2) consecutive nights in Las Vegas during the Show from May 9, 2017 through May 10, 2017 (total estimated value of accommodations is US\$166.00). Hotel accommodations will be determined by Sponsor in its sole discretion and shall be booked by Sponsor.

(D) If Sponsor desires, the grand prize winner's Essay will be posted on <http://www.nationalhardwareshow.com/Reimagine-Retail/> for viewing at least until August 1, 2017.

(E) **RESERVATION OF RIGHTS:** If for any reason, the Contest is not capable of being run as planned, Sponsor reserves the right in its sole discretion to change these Official Rules and to modify, suspend, cancel or terminate the Contest. Further, Sponsor reserves the right, in its sole discretion, to select no grand prize winner if an insufficient number of eligible, complete, tasteful, appropriate or generally qualified entries are received. The decisions of the Advisory Committee, Prize Panel and Sponsor are final and not subject to challenge or appeal.

5. TERMS OF SUBMISSION: By entering this Contest, Participant represents and warrants that (i) Participant authored the Essay submitted, (ii) Participant created any materials attached to the Essay, including photos and/or videos, or, if Participant did not create such attachments, Participant has the written permission of the creator of such attachment(s) to enter such attachments in the Contest and to grant the rights Participant grants herein, (iii) Participant's Essay and the related attachments, including photos and/or videos, meets the originality criteria of Section 6 below, (iv) Participant is an attendee of the 2017 National Hardware Show, and (v) Participant has read and understood these Official Rules.

By entering, Participant agrees:

(i) Participant is authorized to enter into this Contest and make the representations stated herein.

(ii) To be bound by these Official Rules, as they may be amended from time to time by Sponsor in Sponsor's sole discretion and without prior notice, and the decisions of Sponsor, the Advisory Committee, and the Prize Panel, which are binding and final on matters relating to this Contest.

(iii) Sponsor may, in its sole discretion, post material about Participant and Participant's Essay on any platform and through any medium that Sponsor chooses, in Sponsor's sole discretion, including but not limited to any website or social media platform for as long as Sponsor wishes.

(iv) If Participant's Essay is selected as a Finalist, Sponsor may, in its sole discretion, conduct a background check on Participant, including, but not limited to, civil, financial, and disputes/litigation, and Participant shall cooperate with Sponsor so that Sponsor may conduct such a background check if it desires.

(v) If Participant's Essay is selected as a Finalist or the grand prize winner, Sponsor may, in its sole discretion, post Participant's Essay and related photos and videos submitted with the Essay on any platform and through any medium that Sponsor chooses, in Sponsor's sole discretion, including but not limited to any website or social media platform for as long as Sponsor wishes.

(vi) Participant grants Sponsor the right to alter and edit Participant's Essay and the related photos and/or videos or any part or element thereof.

(vii) Participant grants Sponsor and its licensees, successors and assigns a royalty-free and non-exclusive perpetual right to use (a) Participant's Essay and the related photos and/or videos and (b) the name(s) and likeness(es) of Participant's owners for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, and Participant agrees to waive all claims to and shall receive no royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for use of Participant's Essay and the related photos and/or videos in promotion of the *National Hardware Show* through any distribution channels, including, without limitation, on websites owned by Sponsor, the *National Hardware Show* YouTube channel, the *National Hardware Show* Facebook page, or other websites or social media, including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and Participant represents, warrants and agrees that no other party is entitled to claim royalties from the use of Participant's Essay and the related photos and/or videos as set forth in these Official Rules.

(viii) Participant's submission of Participant's Essay and the related photos and/or videos may not be acknowledged and will not be received or held "in confidence", and Participant's submission of an Essay or and the related photos and/or videos does not create a confidential relationship or obligation of secrecy between Participant and Sponsor or any of its affiliates or any of its licensees, successors or assigns.

(ix) Grand prize winner grants Sponsor and its licensees, successors and assigns a royalty-free and non-exclusive perpetual right to follow and document the progress of how the grand prize winner utilizes the grand prize, including but not limited to the regular filming or photographing of grand prize winner's store and/or location (the "Follow-Up Videos and Photos"). Further, grand prize winner grants Sponsor and its licensees, successors and assigns a royalty-free and non-exclusive perpetual the right to use the related Follow-Up Videos and Photos and the name(s) and likeness(es) of grand prize winner for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, and grand prize winner agrees to waive all claims to and shall receive no royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for use of grand prize winner's Follow-Up Videos and Photos in promotion of the *National Hardware Show* through any distribution channels, including, without limitation, on websites owned by Sponsor, the *National Hardware Show* YouTube channel, the *National Hardware Show* Facebook page, or other websites or social media, including

copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties. Grand prize winner represents, warrants and agrees that no other party is entitled to claim royalties from the use of the Follow-Up Videos and Photos as set forth in these Official Rules.

6. ORIGINALITY:

Participant's Essay and any attachments, including related photos and/or videos, must be Participant's original work and must not contain any third-party content or other materials (such as text, graphics, artwork or logos) which Participant does not have the right or license to use. Participant shall not include any copyrighted content in Participant's Essay and the related photos and/or videos unless (i) Participant owns the copyright, (ii) Participant has permission from the rightful owner of the material or (iii) Participant is otherwise legally entitled to use the material and to grant Sponsor a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the material in connection with the Contest.

Modifying, enhancing, or altering a third-party's pre-existing work does not constitute an original work.

Essays submitted shall not: (i) violate the intellectual property rights (copyright, patent, trademark, etc.) of any third party; (ii) defame or invade the publicity or privacy rights of any person, living or deceased; or (iii) otherwise infringe upon any person's or entity's personal or proprietary rights.

7. CONTENT GUIDELINES: Please note that any Essay or the related photos and/or videos that contains material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor, in its sole discretion, shall be rejected as ineligible for judging. Entries must comply with all laws including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy.

8. GENERAL RULES:

Prizes are nontransferable and no substitution will be allowed, except by Sponsor who reserves the right to award a prize (or portion of prize) of equal or greater value. Sponsor and its agencies assume no responsibility or liability for damages, losses or injury resulting from acceptance or use of a prize.

Sponsor, its parents, subsidiaries and affiliates, its licensees, successor and assigns, and its marketing agencies (collectively, "Released Parties") are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, damaged, incorrect, misrouted, undelivered, garbled, illegible entries or e-mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties, or other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or any Contest-related

materials; or the incorrect or inaccurate capture of any entry or other such information or the failure to capture any such information. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, as solely determined by Reed Exhibitions Americas, will be disqualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE CONTEST, IF APPLICABLE).

9. USE OF INFORMATION: Neither the Essay nor any of the materials and information submitted by Participants will be treated as confidential, so please do not submit proprietary information. Participants further agree that personally identifiable information may be processed, stored, and otherwise used for the purposes of the Contest, including, but not limited to, checking Participant's identity, postal address, and telephone number, or to otherwise verify eligibility to participate.

10. GOVERNING LAW: The laws of the State of New York, without reference to the conflicts of laws provisions thereof, govern the Contest and all aspects related thereto. Except where prohibited, each entrant agrees 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 exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

11. WINNER: For the winner's name, please send a stamped, self-addressed envelope by May 31, 2017 to: Reed Exhibitions, 2017 NHS Reimagine Retail Contest, 383 Main Avenue, Norwalk, CT 06851, Attn: Richard Russo.

12. SPONSOR: Reed Exhibitions Americas, having its principal place of business at 383 Main Avenue, Norwalk, CT 06851 ("Sponsor") is the sponsor of this Contest.

Exhibit A

Each member of the Prize Panel will assign a point value from 1-10 in the following categories:

1. **Innovation.** Each member of the Prize Panel will assign between 1-10 points for each Participant based on the uniqueness of the idea and whether or not the idea breaks any new ground within the home improvement and hardware retailing industry, including retailers selling the following types of products: (i) building products, (ii) farm and ranch, (iii) hardware and tools, (iv) homewares, (v) lawn, garden and outdoor living, (vi) paint and accessories, (vii) pet products, (viii) plumbing and electrical, (ix) storage and organization, (x) tailgate, backyard and barbeque, (xi) emergency preparedness, and (xii) energy efficient and eco-friendly.
2. **Potential Return on Investment.** Each member of the Prize Panel will assign between 1-10 points for each entry based on the potential for the Participant's project to provide the business with a tangible financial return on its investment.
3. **Overall Impact on the Business.** Recognizing that not all meaningful projects may yield a large financial return, each member of the Prize Panel will assign between 1-10 points for each Participant based on the potential overall impact the project may have on the business, both financially and non-financially.
4. **Plan for Execution.** Each member of the Prize Panel will assign between 1-5 points for each Participant based on their perceived feasibility for executing the plan in a timely, efficient and cost-effective manner.
5. **Impact on Customers/Community.** Each member of the Prize Panel will assign between 1-5 points for each Participant based on the potential impact the plan will have on a business' customers and community.
6. **Overall Presentation.** Each member of the Prize Panel will assign between 1-5 points for each Participant based on the overall thoughtfulness of the presentation and the ability for the presentation to relay the concept.

The cumulative scores of all the members of the Prize Panel will determine the final ranking order and ultimate grand prize winner. For purposes of clarity, the more points a Participant receives, the higher the ranking of the Participant.