

**2019 National Hardware Show “Reimagine Retail” Program  
(the “Program”)  
Official Rules**

**1. HOW TO ENTER:**

(a) 2019 National Hardware Show “Reimagine Retail” Program Entry. The Program begins at 9 AM (PT) on April 8, 2019 and ends at 9 PM (PT) on May 6, 2019 (the “Program Period”). During the Program Period, eligible participants may enter the Program by registering for the 2019 National Hardware Show (the “Show”). All entries must be received during the Program Period. Pacific Time shall control for all purposes of this Program. Sponsor's clock shall be the official timekeeper for the Program. The Program is governed by these official rules and is subject to all applicable U.S. federal, state and local laws. This Program is void where prohibited. By entering, each participant in this Program assumes all risk incidental to participation in the Program.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

(b) Alternatively, to enter, you may send a 3” by 5” postcard, postmarked by May 1, 2019 and received by May 6, 2019, with your name, address, and daytime phone number to: 2019 National Hardware Show “Reimagine Retail” Program, Reed Exhibitions Attn: Emily DeMarco, 383 Main Ave. Norwalk CT 06851.

(c) Limit one entry per person, per email address. Only one entry to the Program may be made on behalf of any given Independent Retailer (as defined herein). Multiple entries are not permitted. Entries by the same person or on behalf of the same Independent Retailer in excess of the limits stated herein will be disqualified. In the event of a dispute over the identity of an entrant, an entry will be deemed submitted by the authorized account holder of the email address associated with the email account from which the entry was submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. Entering or attempting to enter the Program multiple times through (i) the use of any robotic or automated devices to submit entries; (ii) with the use of duplicate email accounts, or (iii) the use of multiple email accounts for a single individual, are prohibited and will be deemed void and disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries will be considered invalid and ineligible to win. Any entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late entries.

**2. PRIZES:**

Six (6) grand prize winners will each be awarded with a reimbursement of up to US\$4,999.99 that the winner spends on a purchase with a Show exhibitor during the Show (each, a “Prize” and, collectively, the “Prizes”) (the total estimated retail value of each Prize is US\$4,999.99). In order to redeem the Prize, each winner must complete the following before the close of the Show floor on May 9, 2019 (or to comply with other redemption instructions as such winner is otherwise provided with from Sponsor): (i) visit the Show Management Office at the Show and receive a ticket acknowledging that participant is a

grand prize winner (the “Ticket”), (ii) spend at least US\$4,999.99 with one (1) Show exhibitor at the Show, (iii) bring the Ticket as well as an invoice or proof of spending with such Show exhibitor to the Show Management Office prior to the close of the Show, and (iv) provide a completed W-9 form or additional documentation or evidence of purchase, as requested by Sponsor in Sponsor’s sole discretion. Sponsor will provide the eligible winners with reimbursement of up to US\$4,999.99 within forty-five (45) days from the completion of all redemption instructions. Reimbursements shall be made directly to the winner; in no circumstances shall reimbursements be made by Sponsor to any third-party, including but not limited to contractors, vendors, or subcontractors. If the winner spends less than US\$4,999.99 on a single invoice, then such winner shall forfeit the remaining portion of the Prize. Failure to comply with the redemption instructions in full may result in a potential winner no longer being eligible for the Prize. Any portion of the Prize unredeemed, unclaimed or unused by the winner will be forfeited and will not be substituted.

Prizes do not include any travel expenses, personal expenses, or any other costs not specifically described in these Official Rules as included in the Prize and will be the responsibility of the winner. All expenses on receipt and use of Prizes are the sole responsibility of the winner. In the event that any of the Prizes or any part of the Prizes become unavailable, for any reason whatsoever, winner agrees that the Sponsor and its agents shall have no further obligations, other than to deliver the remainder of the Prize. If any winner is unable or unwilling to accept or participate in any part of the Prize, that portion of the Prize will be deemed as forfeited by such winner and no substitution will be made except at Sponsor’s sole discretion. Prizes are not transferable. Prize substitutions or cash redemptions shall not be allowed, except at the Sponsor's sole discretion. Limit one Prize per person/household. Winner is responsible for any and all taxes on the Prize.

Should winner fail to adhere to any Prize-related instructions from Sponsor (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate winner's eligibility for the Prize, in whole or in part, and/or take other actions as Sponsor deems appropriate in their sole discretion without any liability or other obligation to winner.

### **3. WINNER SELECTION:**

A total of six (6) winners will be selected by Sponsor in a random drawing occurring on May 7, 2019 from all eligible entries received in the Program Period prior to the drawing date. The drawing will be conducted by Sponsor, whose decisions are final and binding on all matters relating to this Program. Winners need not be present to win. Odds of winning are dependent upon the total number of eligible entries received. Sponsor will attempt to notify the potential winners by phone call, text, and/or by email on May 7, 2019. The potential winners will have twenty-four (24) hours from receipt of such notification to claim their Prize by emailing their full name and email address (and proof of eligibility if requested) to [edemarco@reedexpo.com](mailto:edemarco@reedexpo.com) or as otherwise noted by Sponsor in the notification. After claiming the Prize, the potential winners will receive instructions on redeeming their Prize. Sponsor reserves the right, in its sole discretion, to not select a winner(s) if an insufficient number of eligible, complete, appropriate or generally qualified entries are received.

Each potential winner may be required, in Sponsor’s discretion, to execute and return an Affidavit of Eligibility, Release of Liability, and Publicity Release within ten (10) days of notification attempt or the Prize will be forfeited and an alternate winner selected. In addition, each potential winners may also be required, in Sponsor’s discretion, to submit to a reasonable background check as a condition to receipt

of a Prize and must cooperate with Sponsor in any way that Sponsor reasonably requests in order to be eligible to receive such Prize.

In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) a potential winner is found to be ineligible to enter the Program or receive the Prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Program and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received.

**4. GENERAL RULES:** Prizes are nontransferable and no substitution will be allowed, except by the Sponsor who reserves the right to award Prizes (or portions of Prizes) 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 Prizes.

Except where prohibited or restricted by law, winner's acceptance of a Prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish such winner's name, voice, likeness, photograph, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Program or Sponsor, 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, including, but not limited to, print, TV, radio, electronic, cable, or internet, without further limitation, restriction, compensation, notice, review, or approval.

By entering this Program, each entrant accepts and agrees to be bound by and to fully comply with these Official Rules and the decisions of the Sponsor-designated judges, whose decisions shall be binding and final in all respects relating to this Program.

By entering the Program, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Program and awarding the Prize. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in their respective privacy policies at <http://www.reedexpo.com/Privacy-Policy/>. Please refer to Sponsor's privacy policies for important information regarding the collection, use and disclosure of personal information by each of them. Sponsor is not responsible for disclosures made by any third party.

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any Prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, Prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email account(s), technical difficulties associated therewith or an entrant's failure to adequately monitor his/her email account(s); (c) entrants who have committed fraud or deception in entering or participating in the Program or claiming the Prize; (d) telephone, electronic,

hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the Prize for any reason; (f) if a Prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in this promotion or any promotion or Prize related activities.

**5. ELIGIBILITY:** This Program is open only to (i) legal residents of the 50 United States and the District of Columbia who are at least 18 years of age or the age of majority in their jurisdiction of residence, whichever is greater, at their time of entry, and (ii) representatives acting on behalf of an Independent Retailer. For purposes of eligibility, an “Independent Retailer” shall mean one or more independently owned and operated brick-and-mortar retail establishment(s) located in the United States. For purposes of clarity: (i) if a brick-and-mortar retail establishment also sells goods through an online website operated under the same name as the brick-and-mortar establishment, such online presence will not disqualify an otherwise eligible brick-and-mortar retail establishment; (ii) a brick-and-mortar retail establishment owned in part or in whole by a publicly-traded company will not be considered an Independent Retailer; and (iii) an eligible participant shall be deemed to be the owner of the Independent Retailer, regardless of the representative who enters on the Independent Retailer’s behalf.. Proof of residency and age may be required. Employees of RELX Inc. and each of its parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win. **Registered exhibitors at the Show, and their immediate family and household members, are not eligible to enter or win.**

**6. ENTRY DISCLAIMER:** Sponsor is not responsible for failed, partial or garbled computer, QR code, or RFID transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program, Sponsor reserves the right, in its sole discretion, to disqualify any individual, and/or revoke any Prize award to any individual, it finds to be (a) tampering with the entry process or the operation of the Program, or with any website promoting the Program; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Program through the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Program, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Program promotion, including the entire Program promotion, and/or modify the Program and/or award the Prize based upon the criteria set forth in these Official Rules from all eligible entries received as of the termination date.

No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to entrant's or any other

person's computer or other device or the contents thereof related to or resulting from participation in or downloading any materials from this Program.

**7. LIST OF WINNERS:** To obtain a copy of the winners list, please send a stamped, self-addressed envelope by August 10, 2019 to: 2019 National Hardware Show “Reimagine Retail” Program, 383 Main Avenue, Norwalk, CT 06851, Attn: Emily DeMarco.

**8. RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES:** By participating in the Program, entrants and winners hereby waive and release and agree to hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the “Released Parties”), from and against any and all rights, claims, causes of action, and liabilities for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Program; or possession, acceptance and/or use or misuse of the Prize; or participation in any Program-related or Prize-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Program. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees express or implied, in fact or in law, relative to the Prize or any Prize component.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE’S LAWS.

Except where prohibited, by participating in this Program each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Program or any Prize awarded shall be resolved individually, without resort to any form of class action and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (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 indirect, 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.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Program materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with

respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

**9. TAXES:** Winners will be responsible for all taxes (federal, state and local of all applicable jurisdictions) and all expenses not listed herein related to acceptance and use of the Prize. An IRS 1099-MISC may be issued to each Prize winner. If required by law, an IRS 1099-MISC Form will be prepared in the winner's name and submitted to the IRS for the value of the winner's Prize. PLEASE NOTE, THE WINNER LIKELY MAY INCUR A TAX LIABILITY. Sponsor will cause a copy of any submitted 1099-MISC Form to be sent to winner's last known address. Participants should consult a tax professional to determine his or her tax liability; Sponsor is not able allowed to give tax advice.

**10. SPONSOR:** The "Sponsor" of this promotion is Reed Exhibitions, a division of RELX Inc. (383 Main Avenue, Norwalk, CT 06851). Any third-party trademarks mentioned herein are the property of their respective trademark owners.