



Lutron Caseta #OurLifeUpgrade Contest

Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW OR REGULATION.

The Lutron Caseta #OurLifeUpgrade Contest (the “Contest”) is sponsored by Lutron Electronics Co., Inc. (“Sponsor”), 7200 Suter Road, Coopersburg, PA 18036, and is not produced, sponsored, or administered by Twitter, Instagram, or Vine. Twitter and Instagram are registered trademarks of Twitter, Inc. and Instagram, Inc., respectively. Vine is a registered trademark of Twitter, Inc. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, whose decisions shall be final and legally binding in all respects and not subject to further review in any forum, except as provided in these Official Rules.

1. THE ENTRY PERIOD: The Contest entry period begins on Thursday, September 15, 2016 at 12:00 p.m. Eastern Time (“ET”) and ends on Thursday, December 15, 2016 at 12:00 p.m. Eastern Time (“ET”) (the “Entry Period”). Sponsor’s database clock will be the timekeeper for this Contest.

2. ELIGIBILITY: The Contest is open to legal residents of the 50 United States and the District of Columbia, who are twenty-one (21) years of age or older at the time of entry (“you” or “Entrant”). Employees (including contract employees) of Sponsor, Twitter, Instagram, Vine, Offerpop Corporation, Cohen-Friedberg Associates, LLC, Domus, Inc., LLC (“Domus”), IZEA, Inc., MBooth & Associates, The Co-op Agency, LLC, Shiny Agency, LLC, Nagarro, Inc., FlashStock Technology, Corp., and each of their respective parents, affiliates, subsidiaries, attorneys, agents, and advertising and promotion agencies (collectively, the “Promotion Entities”) and any and all other persons associated with the Contest, and the immediate family members and persons living in the same household of such employees, are not eligible to participate in the Contest. Eligibility is subject to all federal, state and local laws and regulations.

3. WAIVER OF LIABILITY: By participating in this Contest, you hereby agree to these Official Rules, and on your own behalf and on behalf of your heirs and assigns, release the Promotion Entities and their respective shareholders, officers, directors, employees, successors and assigns, from and against all claims and damages of any kind, in whole or in part, including economic damages and personal injury (including death), directly or indirectly arising out of or in connection with your participation and/or entry in the Contest or in any Contest-related activity; the receipt, use, misuse, inability to use, or loss of the prize; the misdirection of the prize; and any and all claims based on rights of publicity, privacy, or defamation.



4. HOW TO ENTER:

A. Up to five (5) entries per Entrant, per email address, are permitted; however, Sponsor reserves the right to disqualify any entry for any reason as described herein. To enter the Contest, Entrants must:

(i) submit a photograph or video (at least six (6) seconds and no more than sixty (60) seconds in length), and include a short essay or caption (50 words or less, or for Tweets, 140 characters or less) showing or telling how a “smart home” would give you or your family a life upgrade, using any one or any combination of the hashtags #OurLifeUpgrade, #Lutron, #OLU, on Twitter, Vine or Instagram, and following the prompts to the Lutron #OurLifeUpgrade Contest landing page. You may also enter directly on the Lutron #OurLifeUpgrade Contest landing page, found at www.casetawireless.com/Pages/OurLifeUpgrade.aspx and www.ourlifeupgrade.com. The term “smart home” is defined for purposes of the Contest as a home equipped with lighting, heating, or electronic devices that can be controlled remotely by phone, computer, or another electronic device;

(ii) complete all required fields in the Contest entry form, including but not limited to e-mail address and first and last name; and

(iii) affirm (by checking the box provided in the entry form) that they have read and agree to abide by these Official Rules.

Partial or incomplete submissions, for example, by submitting entries on Twitter, Vine or Instagram without the hashtag #OurLifeUpgrade; by failing to fill out all required sections of the entry form; or by submitting entries from multiple e-mail addresses; video submissions shorter than six (6) seconds or longer than sixty (60) seconds; essays or captions in excess of the word or character limits; or submissions over the 5-maximum submission limit, WILL NOT BE ACCEPTED AS CONTEST ENTRIES, ARE VOID, AND SHALL NOT BE ELIGIBLE FOR ANY PRIZE.

B. No matter which form of entry is selected:

(i) Entry must consist of: (a) either a photograph or video of the Entrant’s home, AND (b) a short essay or caption (as defined above) showing or telling how a smart home would upgrade your life or your family’s life. Photographs or videos may be in color or black & white. Photographs may be in the form of digital uploads or scanned copies of photographs.

(ii) Judging Criteria. Entries will be judged based on the following criteria (“Judging Criteria”): creativity, quality, and originality, as determined by the Judges in their sole discretion.

(iii) Judges. The Contest shall be judged by a panel of three judges (all employees of Sponsor) chosen by Sponsor (collectively “Judges”).

(iv) Entry and all materials submitted in connection with entry must be the original unpublished work of Entrant and must not violate the rights of any third party, including, but not limited to, intellectual property rights (such as copyrights) or rights of privacy/publicity. Entry must also abide by the rules of the respective social media platform or network on which the entry was submitted, as applicable. Without limiting the foregoing, entry must NOT contain:

(a) Advertising or commercial content for any person or entity other than Sponsor;

(b) Content that promotes or depicts illegal or harmful activity, as determined by Sponsor in its sole discretion;

(c) Violent, profane, vulgar, obscene, defamatory, libelous or otherwise objectionable material, as determined by Sponsor in its sole discretion;

(d) Any photograph, video, picture, likeness, or other image or voice identifying any person or persons without their express permission to enter such photograph, video, picture, likeness, or other image in the Contest. Notwithstanding any such permission, as a condition of the award of any prize, Entrant and all persons depicted in, or in materials submitted in connection with, any entry must agree, in writing, to the use of his or her photograph, video, picture, likeness, other image, and voice, in perpetuity for trade, advertising, promotional, publicity, and/or any other purpose worldwide in all forms of media now or hereafter known (including, without limitation, print, broadcast, and Internet), without additional notice and without additional compensation, except where prohibited by law, and must further acknowledge that he or she shall have no right of approval and no claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of his or her name, address, photograph, video, or likeness. In any case where a minor is depicted in, or in materials submitted in connection with, any entry, such agreements must be executed by a parent or legal guardian authorized to act on the minor's behalf.

(e) Any photograph, video, picture, likeness, or other image of any building or residence without the express written permission of the owner. Notwithstanding any such permission, as a condition of award of a prize, Entrant and all persons owning real property depicted in, or in materials submitted in connection with, any entry must agree, in writing, to the use of any photograph, video, picture, likeness, and other image depicting such property, in perpetuity for trade, advertising, promotional, publicity, and/or any other purpose worldwide in all forms of media now or hereafter known (including, without limitation, print, broadcast, and Internet), without additional notice and without additional compensation, except where prohibited by law, and must further acknowledge that he or she shall have no right of approval and no claim arising out of the use, alteration, distortion or illusionary effect or use in any



composite form of any photograph, likeness, or video of the property, or the publication of its address.

(v) Once submitted, Entrant cannot access/revise an entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial Contest/contest subscription notification and/or entering services, will be void, and will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. If the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

(vi) Any photograph, video, or short essay or caption may be inspired by the Lutron Caseta product line, but does not have to include any Lutron products to be entered or to win the Contest.

(vii) All photographs, videos, and short essays or captions entered in the Contest may be posted by Sponsor on the gallery located at www.casetawireless.com/Pages/OurLifeUpgrade.aspx and www.ourlifeupgrade.com. Entries will be reviewed by Sponsor prior to being made public. Publication or posting of entry, on the gallery or otherwise, does not constitute acceptance of entry or determination that the entry is eligible for a prize. All entries are subject to verification and approval by Sponsor. Entries that do not meet the requirements for entry as specified above, and as determined by Sponsor in its sole discretion, or that otherwise do not comply with the Official Rules, are void and may be disqualified. Any attempted form of entry other than as described in these Official Rules is void. In any case where Entrant or a third party notifies Sponsor that an entry does not have the permissions of any person(s) depicted in the entry or of the owner(s) of any buildings or residences depicted in the entry, Sponsor may, in its sole discretion, remove and void such entry.

(viii) All entries, photographs, videos, and short essays or captions submitted in connection with this Contest become the property of Sponsor and will not be returned or acknowledged. Sponsor (including Sponsor, the Promotion Entities, all of Sponsor's and the Promotion Entities' affiliated entities, and each of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns) will not be responsible for undelivered, lost, illegible, incomplete, misdirected, late, altered, forged, or otherwise defective entries, as determined by Sponsor in its sole discretion.

(ix) Entry in the Contest does not constitute entry into any other promotion or contest.

(x) Sponsor will not be responsible for problems downloading or uploading any Contest entry or related information or for any human error, malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical



problems, traffic, congestion on the Internet or the web site, or any other technical problems related to entries, including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

5. HOW TO WIN: Following the closing of the Entry Period, beginning on or about Friday, December 16, 2016, Judges shall review all eligible entries submitted during the Entry Period ("Judges' Review Period"). At the conclusion of the Judges' Review Period, on or about Friday, January 6, 2017, the Judges shall choose five (5) prospective winning entries based on the Judging Criteria, as defined above, from among all eligible entries received to determine the five (5) potential Grand Prize Winners. The potential Grand Prize winning entries will be announced on or about Friday, January 20, 2017. In Sponsor's sole discretion, the announcement may be made via Sponsor's various social media sites, press release, or any other marketing avenue. If Sponsor, in its sole discretion, determines that a prospective winning entry is void or ineligible for any reason, judges may select a new winning entry.

6. PRIZES: There are five (5) **GRAND PRIZES**. Each Grand Prize consists of:

1. Winner's choice from a selection of Caseta Wireless smart lighting controls, Serena shades found at www.serenashades.com, and/or "Works With Caseta" products as found at: www.casetawireless.com/Documents/OurLifeUpgrade/PrizeList.pdf (the "Prize List"), at the date of award (up to a total list price of \$4,000.00). The final upgraded home prize package must yield a system that includes Caseta Wireless smart lighting controls, with at least \$2,000.00 list price of Serena shades, and "Works With Caseta" products for temperature control, voice control, and audio/sound control, found on the Prize List, per above. Available inventory and prices of individual smart lighting controls or shades during the Entry Period are illustrative; final selection shall be determined at the time of award, based on then-current models and prices. Except as provided below, Grand Prize does not include cost of installation.

2. A check for \$1,000.00 (One Thousand Dollars and No Cents) which can be used by Grand Prize Winner to help defray taxes, installation costs, or for any other purpose. Actual tax liability or cost of installation may exceed \$1,000.00. Sponsor shall not be liable for installation costs, taxes, or other costs in excess of \$1,000.00.

3. All Prizes are provided with manufacturer's limited warranty, and neither Sponsor nor the Promotion Entities make any other warranty of any kind, express or implied. Prize is nontransferable, without written approval of Sponsor. Merchandise prizes may not be redeemed for cash. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable. Sponsor and the Promotion Entities make no warranty concerning installation of the Prize, and expressly disclaim any liability for any damages (including personal injury and death) arising out of or in connection with installation of the Prize.

4. Prize winner is responsible for any and all applicable fees, service charges, surcharges, federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the Prize.

5. All estimated retail values (list prices) are subject to change based on, among other things, price fluctuations associated with the marketplace, and the date of award.

6. All prizes are subject to validation of prospective winner's eligibility, and are contingent upon execution of waivers and releases (including publicity and copyright releases) as provided in these Contest Official Rules. The prize will be forfeited and a new winner chosen by selection, in accordance with the Judging Criteria, from among eligible entries if the prospective Winner, as determined by Sponsor in its sole discretion: (1) is ineligible or otherwise has not complied or does not comply with the Official Rules, or (2) fails to respond to the notice of award or to provide required clearances and affidavits within the applicable time period; or if the Prize or the Prize notification is returned as undeliverable.

7. Prize will be awarded only if the prize winner fully and timely complies with these Official Rules.

7. CANCELLATION: Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures impair the integrity of the Contest, as determined by Sponsor in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation or, in its sole discretion, to cancel the Contest without awarding any prizes. If you opt to access the Contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor will not be responsible for any charges.

8. INTELLECTUAL PROPERTY, GRANT OF LICENSE, and PUBLICITY

RELEASE/ASSIGNMENT OF RIGHTS: As a condition of entering the Contest and to be eligible for a potential Prize, Entrant:

A. Grants Sponsor, its agents, and the Promotion Entities a perpetual, worldwide, irrevocable, royalty-free license and right to record, copy, use, transform, edit, adapt and/or modify, reproduce, distribute, transmit, publish, broadcast, perform, merchandise, license, sublicense, display, or otherwise use the entry materials, including the photograph, video, or short essay or caption, as the case may be, and Entrant's name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "Attributes"), with



or without modifications, in any form or medium, whether now existing or later developed, including for advertising and/or publicity purposes (except where prohibited by law), without limitation and without any additional compensation to Entrant (including his or her heirs and assigns), and releases the Promotion Entities from all claims arising out of the use of such Attributes. Submission of an entry further constitutes Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in and to the entry, including, without limitation, all copyrights.

B. Agree to abide by Sponsor's Copyright Policy and the Digital Millennium Copyright Act Policy, as detailed below.

(i) **Copyright Policy Use of Third-Party Content**

Unless Entrant has obtained the prior written consent of the copyright owner, Entrant may not post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials.

(ii) **Digital Millennium Copyright Act Policy**

If Entrant or any third party believes that his or her copyright or other rights have been infringed by a Contest entry, please provide Sponsor with written notice to the address below with the following information:

A description of the copyrighted work or other work that you claim has been infringed or other claim of infringement;

- A description providing the location(s) on the site where the material is located;
- A written statement that you are the copyright owner (or a written statement that you are authorized to act on behalf of the copyright owner);
- Your contact information, including: name, address, telephone number, and e-mail address;
- A written statement by you that you have a good faith belief that the use is not authorized by the copyright owner; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Lutron Electronics Co, Inc.
Attn: General Counsel
7200 Suter Road
Coopersburg, PA 18036-1299
E-mail: law-department@lutron.com

(iii) In its sole discretion, Sponsor may remove or modify any photograph, video, short essay or caption submitted by any Entrant in connection with this Contest that, in the sole judgment of Sponsor, is alleged to infringe the copyright or proprietary rights of another, and void the corresponding entry.

9. ENTRANT'S WARRANTIES AND REPRESENTATIONS: By submitting an entry, Entrant warrants and represents that the photograph, video, and short essay or caption, as applicable, submitted in connection with his or her entry, complies in all respects with the requirements of these Official Rules.

10. WINNER NOTIFICATION: Potential prize winners will be notified on or about Friday, January 20, 2017. The Contest is conducted under the supervision of Sponsor. Winners will be notified via e-mail. **The Prize winners will be required to reply confirming prize winner's e-mail address, full mailing address and phone number within five (5) calendar days of the date and time when the e-mail is sent by Sponsor.**

Once eligibility has been verified in accordance with these Official Rules and Sponsor receives all information requested of the Winner, including, but not limited to, all required waivers, consents, licenses and releases, Sponsor will arrange to award the Prize. Prize winners must fully and timely reply with all required information in order to receive the Prize.

11. DISQUALIFICATION: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be acting in violation of these Official Rules, or to be acting in an un-sportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. LIMITATION OF LIABILITY: The Promotion Entities shall not be responsible for, and Entrant, on its own behalf and on behalf of his or her heirs and assigns, hereby releases the Promotion Entities from, any claims arising from or in any way relating to:

(i) miscommunications and technical failures of any kind, including, but not limited to, the malfunctioning of any computer, cable, network, hardware or software;

(ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service or of any website;

(iii) unauthorized human intervention in any part of the entry process or the Contest;

(iv) electronic or human error or intervention which may occur in any part of the entry

process and in the administration of the Contest or the processing of entries;

(v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or access to any material from Sponsor's website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of how the material is connected to Sponsor's website;

(vi) use of any prize;

(vii) the judging process, including the outcome of the Contest;

(viii) any injury or damage to persons or property (including personal injury and death) which may be caused, directly or indirectly, in whole or in part, from the prize or installation or from or related to participation in the Contest, including but not limited to the publication or posting of a Contest entry or an Entrant's name or address;

(ix) incorrect or inaccurate transcription of entry information or late and incomplete entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; and

(x) any costs related to the prizes, except as expressly set forth herein, including but not limited to, income, sales, property, and other taxes, fees and costs incurred by accepting the prizes.

13. DISQUALIFICATION/FORCE MAJEURE: In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding a prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) judge all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such judging shall be Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

14. DISPUTES: Except where prohibited by law, Entrant agrees that: (1) any and all disputes, issues, questions, claims and causes of action arising out of, concerning or connected with this Contest, the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of the Entrant and Sponsor in connection with the Contest, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of Pennsylvania, and shall be governed by, and construed in accordance with, the laws of the state of Pennsylvania, without regard or giving effect to any choice of law



or its conflict of laws principles, which would cause the application of the laws of any jurisdiction other than the state of Pennsylvania, with arbitration held and resolved in Lehigh County, Pennsylvania, or at such other location as may be agreed by Sponsor, in accordance with Section 15; (2) any and all claims, judgments and awards 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) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

15. ARBITRATION PROVISION: By participating in this Contest, Entrant agrees that any and all disputes Entrant may have with, or claims Entrant may have against, the Promotion Entities, relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against Entrant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.adrforum.com. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

16. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: Lutron Caseta #OurLifeUpgrade Contest Winner, Lutron Electronics Co., Inc., 7200 Suter Road, Coopersburg, PA 18036. All such requests must be received by May 20, 2017.

© Lutron Electronics Co., Inc. All rights reserved.

Privacy: Contest entries are provided to Lutron Electronics Co., Inc. ("Lutron" or "Sponsor") and not to Twitter, Instagram, or Vine and the information you provide will be used in accordance with Lutron's privacy policy. Lutron's privacy policy may be found at <http://www.lutron.com/en-US/Pages/PrivacyPolicy.aspx>.