



## LAMPS PLUS FALL BACK GIVEAWAY OFFICIAL RULES

***NO PURCHASE REQUIRED TO ENTER OR WIN.***

**A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THIS SWEEPSTAKES IS NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY TIKTOK. BY ENTERING, EACH ENTRANT RELEASES AND AGREES TO HOLD TIKTOK HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY ARISING OUT OF THE ENTRANTS PARTICIPATION IN THIS SWEEPSTAKES.**

1. **ELIGIBILITY:** The **Lamps Plus Daylight Savings Time Ending Contest** (the "Sweepstakes") is open only to legal residents of fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older. Employees of Lamps Plus, Inc. or other companies associated with the promotion of the Sweepstakes as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.
2. **SPONSOR:** The Sweepstakes is sponsored by Lamps Plus Inc (the "Sponsor").
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Sweepstakes begins on **November 1, 2021 at 8:00 AM PT** and ends on **November 8, 2021 at 11:59 PM PT** (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified.
5. **HOW TO ENTER:** To be entered to win:
  - a. Share an original non-copyrighted family friendly appropriate video of a Daylight Savings Time home activity on a public TikTok account using #myLampsPlus and @LampsPlus in the caption post to be discoverable and eligible.
6. **WINNER:** On **or before November 30, 2021**, ten (10) winners from all entries received will be chosen to be the winners of the Sweepstakes. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner within five (5) business days after this date *via email or TikTok social media platforms*. If a potential winner cannot be contacted within five (5) days after the first attempt to contact him/her, the Sponsor

may select an alternate potential winner in his/her place from the remaining entries and will contact that winner *via email, TikTok social media platform*.

7. **REQUIREMENTS OF POTENTIAL WINNERS:** A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within five (5) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will be disqualified and an alternate entrant may be selected in his/her place in a random drawing of all eligible entries received.

8. **PRIZES:**

**(1 EACH WINNER WILL BE AWARDED A \$500 SHOPPING SPREE AT LAMPSPLUS.COM**

Sweepstakes award is non-transferable and must be used within 60 days of the time it is awarded. Sponsor reserves the right to substitute a cash payment of equal value for any prize or a prize of comparable or equal value. Use of the prizes are at the risk of the winner and Sponsor does not assume any liability. Shopping spree prizes amount must be applied to a one-time purchase at LampsPlus.com. Unused portions of the prize may not be redeemed for cash, merchandise voucher or cash value, and are null and void after the one time purchase. Shipping costs are the sole responsibility of the winner, but may be paid from the winning Sweepstakes prize amount. Only one prize will be awarded per individual, family, or household. All prizes are non-transferable and cannot be redeemed for cash. Shopping spree is not valid on the following: Hubbardton Forge, Minka, Kichler, Schonbek and Holtkoetter products. In ceiling fan category, the shopping spree is valid only on Casa Vieja brand ceiling fans. Other restrictions may apply. May not be combined with any trade discount.. Winners may be required to execute an affidavit of eligibility and compliance with Sweepstakes Rules and a liability and publicity release. Any federal, state, local, or provincial taxes are the winners' sole responsibility. Winners must supply Sponsor with Social Security numbers to collect prizes valued over \$600. Failure to execute and return any requested documents within 21 days of attempted delivery of same, or the return of any prize or prize notification as undeliverable will result in the awarding of prize to alternate winner. Winner may be required to provide Sponsor with proof of identity and e-mail or e-mail address validity.

9. **PRIVACY AND PUBLICITY:** All information submitted by entrants in the Sweepstakes will be treated according to Lamps Plus' Privacy Policy, available at <https://www.lampsplus.com/help-and-policies/your-privacy-and-security.aspx>. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

Entry constitutes permission to post winners' name on the Sponsor website and Sponsor social media channels.

10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner or with the intent to threaten, annoy, harass, bother or otherwise disrupt any other person. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, its parent, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

The Released Parties shall not be liable to winners or to any other person for failure to supply the prizes or any part thereof, by reason of any acts of Gods, any action(s), regulation(s), order(s) or requests(s) by any governmental or quasi-governmental entity (whether or not the actions(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond the Released Parties' control.

12. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
13. **SWEEPSTAKES RESULTS AND OFFICIAL RULES:** To request a winners list, send a self-addressed, stamped envelope to **20250 Plummer Street Chatsworth, CA 91311**. Vermont residents may omit postage for the self-addressed envelope. Requests must be received within four (4) weeks of the end of the Entry Period. For a copy of the Official Rules, mail a self-addressed stamped envelope to the above address marked "**OFFICIAL RULES DAYLIGHT SAVINGS TIME ENDING GIVEAWAY**" for receipt.

**AFFIDAVIT OF ELIGIBILITY, LIABILITY AND PUBLICITY RELEASE  
FALL BACK GIVEAWAY**

I, \_\_\_\_\_, hereby state:

1. I am a legal resident of the United States.
2. I am at least eighteen (18) years of age.
3. Neither I nor any of my immediate family or household members is employed by Lamps Plus, Inc. (the "Sponsor") nor by any other company associated with the promotion of the **[FALL BACK GIVEAWAY]** (the "Sweepstakes").
4. I represent that I have complied with, and will continue to comply with, the Official Rules of the Sweepstakes and that I have perpetrated no fraud or deception in entering the Sweepstakes or in claiming the any prize.
5. I understand that I am responsible for any taxes, costs, and expenses not specifically described as being part of the prize in the Official Rules.
6. I agree to release and hold harmless the Sponsor and its respective affiliates, employees, directors, shareholders, officers and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to any injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the Sweepstakes or receipt of any prize.
7. I grant to the Sponsor the absolute right and permission to use my name, address, likeness, voice, or opinions in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I understand that I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.
8. I understand that if any statement I make in this Affidavit/Release is false, I will immediately return the prize or the approximate retail value of the prize to the Sponsor upon the Sponsor's request

I understand and agree that this is a complete release and discharge of all claims and rights I may have against the Released Parties and that no action will be taken by or on behalf of myself with respect to any such rights. I understand that this release shall be binding upon my heirs, executors, executors, successors, and assigns.

X \_\_\_\_\_ Date \_\_\_\_\_

**[FALL BACK GIVEAWAY]  
ABBREVIATED RULES**

No purchase necessary to enter or win. Void where prohibited. Open to legal residents of the United States who are at least 18 years of age at the time of entry. Sweepstakes begins at 8:00a.m. PT on Nov. 1 and ends at 11:59pm Nov. 8.  
Sponsor: Lamps Plus Inc, 20250 Plummer St. Chatsworth, CA 91311