ARLON DECOR AWARDS 2022 TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. PROMOTION DESCRIPTION: Arlon Graphics, LLC ("Arlon") is giving eligible Participants an opportunity to obtain one 1500 euros gift card, one 1000 euros gift card or one 500 euros gift card ("Decor Awards" or "Promotion") after registering to the Arlon website set forth below and posting their decor project on their social media account; Instagram or Facebook. These Terms & Conditions ("Terms") govern the Promotion. Any eligible Participant who participates in the Promotion agrees to be fully and unconditionally bound by these Terms, as interpreted by Arlon, who is running the Promotion. All decisions of Arlon relating to the Promotion are final and binding on all Participants. The Arlon Decor Awards promotion period begins at 12:00 a.m. PST on September 7, 2022 and ends at 11:59 p.m. PST on November 30, 2022 ("Promotion Period"), Only one Decor Award will be given per household. Prizes cannot be transferred. redeemed for cash or substituted by winner. Arlon reserves the right, in its sole and absolute discretion, to award a substitute prize of equal or greater value if a prize described in these Terms is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Arlon's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Arlon makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Arlon will not replace any lost or stolen prize items. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with these Terms will result in forfeiture of the prize.
- 2. **ELIGIBLE PARTICIPANTS:** The Decor Awards Promotion is available to eligible participants who submit a form at www.info.arlon.com/decor ("**Decor Site**") pursuant to these Terms (each, a "**Participant**"). The Participant must be a legal resident of Europe, Africa or the Middle East. Questions are to be directed to an Arlon sales representative. Arlon, its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors, employees and licensors (each a "Related Party" and collectively the "Related Parties") are ineligible to enter the Promotion or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

 Odds of winning will vary depending on the number of eligible entries received.
- 3. **ELIGIBLE PARTICIPANTS; PROMOTION PERIOD:** A total of 3 gift cards of <u>www.lastminute.com</u> will be offered to eligible Participants. Eligible Participants are either:
 - Wrapper companies
 - Sign and communication companies
 - Fleet companies
 - Installators shop
 - Printer shop

The Decor Awards Promotion is not subject to purchase. There is no minimum purchase required in order to register for the Arlon Decor Awards. The Promotion is open to Participants who are 18 years old or older at the time of entry.

The 3 award winners will be notified by email on December 7, 2022. To participate to the Decor Awards, a Participant must:

• Register online at the Arlon Decor Site (www.info.arlon.com/decor) and provide Participant's contact information, images and project information. After registration, Participants must post and share the project on their Instagram or Facebook accounts, using #ArlonDecor and tag @ArlonGraphicsEmea. Registration will not be final until: (i) accepted by the Decor Awards administrator at Arlon; and (ii) written notice of acceptance is provided to Participant via email.

Any false, incomplete, illegible, or unverifiable registration will be rejected. Arlon, in its sole discretion, will determine the validity of any application for a Decor Awards. By participating in the Promotion, each Participant represents and

warrants to Arlon that it meets the eligibility requirements set forth herein. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a publicity release. No substitution or transfer of a prize is permitted except by Arlon.

4. ADDITIONAL DECOR AWARDS CONDITIONS:

- Participant needs to submit the project online at the Arlon Decor Site during the Promotion Period.
- Participant needs to post and share the project using #ArlonDecor and tag @ArlonGraphicsEmea on own social media, Instagram or Facebook during the Promotion Period.
- Projects must include Arlon decor range films applied on walls, windows, and/or floors.
- Projects must include one of Arlon decor films: DPF 8000™ Ultra Tack, DPF 8200 High Tack Range, DPF 5450X, DPF 4200, Series 3420.
- Arlon offers 3 gift vouchers in total in Europe, Middle East, Africa.
- 5. **DECOR AWARDS WINNERS**: The Decor Awards results will be released to Participants in the EMEA (Europe, Middle East, Africa) via email on December 7, 2022. The gift cards will be sent via email provided by the Participant. In the event of an incomplete or non-complying submission being received, the Decor Awards administrator may email Participant to advise of the errors and to clarify the additional information which is required. If the participant responds to the Decor Awards administrator within four (4) days of the closing of the Promotion Period, the submission will still be processed however this may delay the timeframe in which the Decor Awards is issued. Any responses received after this time will not be processed.
- 6. **PRIVACY:** Any personal information supplied by Participant will be subject to the privacy policy of Arlon, a copy of which may be found at https://www.arlon.com/eu_en/legal/globa-privacy-policy-eu-en. By entering the Decor Awards, Participant grants Arlon, and its affiliates, permission to share Participant's email address and any other personally identifiable information with the Decor Awards administrator for purpose of administration and communication, including use in a publicly available "Winner's List". Acceptance of a prize constitutes permission for Arlon to use winner's name, likeness and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- 7. RIGHTS GRANTED BY PARTICIPANTS: By entering the Promotion, Participant understands and agrees that Arlon, anyone acting on behalf of Arlon and Arlon's Related Parties, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any format whatsoever, now known or hereafter developed, in perpetuity and throughout the world, without limitation, Participant's entry (photos, videos, text etc.), name, portrait, picture, voice, likeness, image, statements about Participant's entry into the Promotion, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering the Promotion, Participant represents and warrants that its entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. Participant represents and warrant that it has received the necessary written consent from any third parties as may be required, including any use of a third party's proprietary or intellectual property, including but not limited to its company brand. Each Participant agree that all entries shall refrain from mention or reference to a competitor's brand. If a Participant's entry infringes upon the intellectual property right of another or otherwise violates these Terms, Participant will be disqualified at the sole discretion of Arlon. If the content of a Participant's entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Participant shall, at its sole expense, defend or settle against such claims. Each Participant shall indemnify, defend, and hold harmless Arlon and its Related Parties from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Arlon or its Related Parties may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 8. **LIMITATION OF LIABILITY:** Arlon assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Decor Awards; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to Participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Decor Awards or download of any materials in the Decor Awards.
- 9. **PROGRAM CANCELLATION, SUSPENSION, OR MODIFICATION:** Arlon reserves the right to cancel, terminate, modify or suspend the Decor Awards with or without notice to the Participants if the Decor Awards for any or no reason. The decision by Arlon to cancel, terminate, modify, or suspend the Decor Awards shall be final in all respects. In the event that the Decor Awards is cancelled, or upon expiration of the Promotion Period, Participants will have up to three (3) days from the date of cancellation or the expiration of the Promotion Period, whichever is earlier, to redeem earned

Decor Awards. After three (3) days, all earned Decor Awards will be forfeited and will not be issued. In addition, Arlon may immediately terminate this Promotion in the event of force majeure and, in such instance, shall not be required to redeem earned Decor Awards following such termination.

- 10. **INDEMNIFICATION.** Participant agrees to indemnify, defend and hold harmless Arlon, the Related Parties and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs or expenses whatsoever, including, without limitation, legal fees and disbursements resulting directly or indirectly from: (i) entry in the Promotion, (ii) a breach of any of the Terms; (iii) access, use or inability to access or use the Promotion website content or other content to which the Promotion website is or may be linked to from time to time; (iv) the use of, reliance on, publication, communication or distribution, uploading or downloading of anything on or from the Promotion website; and/or (v) a violation of any law or regulation.
- 11. **OWNERSHIP OF MATERIALS**: Except as otherwise set forth herein, no part of the materials available through the Promotion website or any other Arlon website or which may be provided by Arlon as part of the Promotion may be copied, photocopied, reproduced, translated or reduced to any electronic medium, in whole or in part without the prior written consent from Arlon. Any reproduction in any form, without permission of Arlon, is prohibited. All materials contained on the Promotion website are protected by United States copyright and trademark law and may not be reproduced, distributed, transmitted, displayed, published or broadcast for any purpose whatsoever, including commercial, non-commercial, educational or personal use without the prior written consent from Arlon.
- 12. **SOCIAL NETWORK DISCLAIMER**: A Facebook or Instagram account may be required to enter. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram Participant understands that it is providing its information to Arlon and not to Facebook or Instagram. By participating via the Facebook or Instagram platform, Participants are also subject to Facebook's and Instagram's data policy and terms of use, which can be found at:

Facebook: https://www.facebook.com/about/privacy_and_https://www.facebook.com/legal/terms/update.

Instagram: https://help.instagram.com/581066165581870 and https://help.instagram.com/519522125107875.

- 13. RULE CHANGES AND INTERPRETATIONS: Arlon reserves the right in its sole discretion to supplement or make changes to these Terms at any time with or without notice. Arlon will interpret these Terms and resolve any disputes, conflicting claims for Decor Awards, or ambiguities concerning the Terms or the Decor Awards, and Arlon's decisions concerning such disputes are final and not subject to challenge.
- 14. DECOR AWARDS WEBPAGE: As a condition of eligibility in the Decor Awards, Participant agrees to these Terms and any additional terms and conditions of the Promotion which are accessible on Arlon's website at the following link www.info.arlon.com/decor. Participant also acknowledges and agree that all notices and communications concerning the Decor Awards, including any cancellation, termination, modification, or suspension thereof, shall be posted on Arlon's website. Participant agrees to monitor the status of the Promotion by accessing the website on a regular basis and acknowledges that all notices may be given by way of the website and agrees not to dispute the validity of any such notice.
- **15. TERMS AND CONDITIONS OF SALE:** Participants are not subject to purchase Arlon products. If the Participant is an Arlon buyer, Participant agrees Arlon shall have no liability with respect to the purchase or sale of any products and all claims, including without limitation, warranty or returns, shall be between Participant and the respective distributor or reseller and agrees to release and indemnify Arlon from any such claim or liability.
- **16. GOVERNING LAW AND JURISDICTION:** These terms, and any dispute or claim arising out of, or in connection with them, shall be governed by, and construed in accordance with the laws of the State of California. Arlon and Participant agree that the courts of the State of California shall have non-exclusive jurisdiction to settle any dispute or claim arising or of, or in connection with these Terms.

Participant agrees that any and all disputes that cannot be resolved and causes of action arising out of or connected with the Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall Participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion).

17. **GENERAL:** If any provision of these Terms is rendered by a court or governmental agency of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of the Terms, which shall remain in full force and effect and be enforced in accordance with their remaining terms.

The waiver by Arlon of a breach or default of any of the provisions of these Official Rules shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of Arlon to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default.

APPROVED FOR USE IN EMEA - SEPTEMBER 2022