

GIK ACOUSTICS PHOTO CONTEST OFFICIAL RULES

To provide fair and equal chance of winning to all GIK Acoustics' customers, the following are the official rules for all contests on this website.

All winners must be 18 years of age or older, unless otherwise stated and/or posted.

TO ENTER, YOU MUST COMPLETE THE ENTRY FORM AND AGREE TO THE OFFICIAL RULES. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

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

2. VOID WHERE PROHIBITED.

3. ENTRY: The photo contest opens on Tuesday June 4th, at 12:01am EDT. You must enter to become eligible to win. All entries must be original photos created by the entrant and must focus on entrant's space treated with GIK Acoustics room treatments. Entries may not violate the intellectual property or proprietary rights of other parties. Entrants are required to provide the following personal information at the time of entry form submission: First name, last name, location, date of birth, phone number, and e-mail address. Photo entries should not contain any indecent or obscene material, sexual content, inappropriate language, unsuitable behavior, or adult material. Any entry that, in the sole discretion of GIK Acoustics, violates the above requirements will be automatically disqualified and not be eligible for further consideration. All qualified entries will be awarded a 10% discount code to be applied toward an order on any GIK Acoustics website. SPONSOR: GIK Acoustics, 3731 Northcrest Rd, Suite 29, Atlanta, GA 30340.

4. ELIGIBILITY: This contest is open to all GIK Acoustics' customers who at the time of entry are at least 18 years old. Employees of GIK Acoustics and their immediate families are not eligible. This contest is void where prohibited or otherwise regulated.

5. SUBMISSION OF ENTRY: Entrants must complete online contest entry form. Entrants may upload up to three (3) photos for submission. GIK Acoustics is not responsible for lost, incomplete, late, damaged, garbled, undelivered, inaccurate or misdirected entries that cannot be opened or for technological or technical failures. Upon submission, all entries become the property of GIK Acoustics, which may edit, adapt, copyright, publish, produce, market, and use the submitted photo entries in whole or in part for any purpose and in any media without attribution, compensation, or royalties. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. All qualified entries will be awarded a 10% discount code to be applied toward an order on any GIK Acoustics website.

6. ACCEPTANCE OF RULES & MEDIA RELEASE: By submitting a photo entry, each entrant accepts these rules and agrees to be bound by the decision of GIK Acoustics, whose decisions are final in all matters relating to this contest. By entering this contest, entrants give their express permission to be contacted

by GIK Acoustics. Moreover, entrants agree to the media release and authorization for use of protected health information.

7. GIK Acoustics may request additional information to confirm information or materials provided with any application. If the additional information is not timely provided, GIK Acoustics (in its sole discretion) may elect to not consider the entry.

8. SELECTION OF WINNER: All entries will be screened for completeness and compliance with these Rules by the Marketing Department at GIK Acoustics. Selected photos will be made available for public viewing via GIK Acoustics's website. Public peer voting will begin on July 15th and end on August 1st, 2019, at 11:59pm EDT. Winner will be selected based on the cumulative total of votes. The top five finalists receiving the highest number of valid views and likes, as determined by GIK Acoustics, will be deemed the winners, subject to verification of the entrants' eligibility and compliance with these Official Rules. All decisions by GIK Acoustics are final.

9. WINNER LIST: To learn the selected winner, after August 1st, 2019 send a stamped, self-addressed envelope by August 21st, 2019 to GIK Acoustics, 3731 Northcrest Rd, Suite 29, Atlanta, GA 30340 ATTN: Summer Giveaway Photo Contest. To receive a listing of the winner, a person will be required to agree to privacy protections in accordance with HIPAA and other privacy laws.

10. ODDS OF WINNING: The odds of winning are dependent on the number of eligible entries received. One grand prize winner, four runners up will be selected.

11. DEADLINE FOR ENTRY: Entries must be received electronically through the entry submission form and file sharing service, no later than Monday, July 8th, at 11:59pm EDT. Proof of submission does not constitute proof of receipt. GIK Acoustics assumes no responsibility for lost, late, misdirected or damaged entries, including entries that may be delayed in transmission. No incomplete, illegible or otherwise invalid entries will be accepted.

12. PRIZES: One (1) grand prize and four (4) runner-up prizes will be awarded to the top five (5) finalists. The Grand Prize is \$500 USD (equivalent in euros or pounds) provided by GIK Acoustics via PayPal payment plus a \$500 USD (equivalent in euros or pounds) shopping spree on gikacoustics.com. Two (2) runner-up winners will be identified in North America and two (2) runner-up winners will be identified in Europe. The four (4) runner-up winners have the option of a set (one box) of any Alpha Series panels or a set (one box) of any Impression Series panels. Prizes must be claimed by the prize winner within 6 months of the date the prize winner is notified. By entering this contest, all entrants agree to all the terms listed here and refusal to participate or disregard any of the terms herein will result in immediate disqualification.

13. AWARDING OF PRIZES: The winners of the contest will be notified by e-mail no later than August 2nd. It is the sole responsibility of the entrant to keep GIK Acoustics informed of any e-mail address changes. In its sole discretion, GIK Acoustics shall have the right to substitute another prize package of equal or greater value. Prizes are not transferable, and no substitution of the prize will be permitted, except by GIK Acoustics.

14. THE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, NATIONAL, STATE, PROVINCIAL, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE. GIK Acoustics will complete and file with

the IRS a Form 1099-Misc (for U.S. residents) or any other applicable tax reports or forms, and the winners agree to provide any necessary information to complete the necessary forms/filings.

15. Before awarding this prize, GIK Acoustics may require the potential winner to execute an affidavit of eligibility and compliance with contest rules. The winner will be required to execute within one week of prize notification:

- (i) a release giving GIK Acoustics full rights to use the winner's name, hometown, photographs or likeness in connection with the winning entry and this contest for all media advertising, Internet/Web site promotion, and/or trade and business purposes, as well as full rights and the cooperation of the winners to develop photographic and written profiles on the winner that may include such information as the winner's name, hometown, age, etc. for use on the GIK Acoustics website and in other marketing or promotional materials, without further compensation;
- (ii) an assignment to GIK Acoustics, of all intellectual property rights, title and interest in the winning submission, and
- (iii) a release of liability on such terms specified by GIK Acoustics solely at its discretion. GIK Acoustics may make appropriate use of the winning photos in future marketing, education, and promotional materials regarding GIK Acoustics products, including showing the photo in public forums, within GIK Acoustics offices, and in printed materials. If the potential winner is unable to execute such requested documents, the prize will be forfeited and at GIK Acoustics's discretion, may be awarded to an alternate winner.

16. ORIGINALITY, ASSIGNMENT, AND RIGHT OF PUBLICITY: By submitting an entry, (a) you represent and warrant that your entry is wholly original and does not incorporate or include anything that is owned by any third party or would require the consent of any third party and your entry does not violate any copyright, trademark, publicity right, privacy right or any other right of any third party; (b) you agree that the entry shall be a "work made for hire" with all right to the work, including, but not limited to, the exclusive copyright, being the property of GIK Acoustics; in the event your entry is considered not to be a "work made for hire," you irrevocably assign to GIK Acoustics all right, title and interest in your Entry (including without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. However, GIK Acoustics is under no obligation to use the winning entry or the winner's information for any purpose.

17. RELEASE OF LIABILITY: Entrants agree that GIK Acoustics shall not be liable for losses or injuries of any kind that may result from the acceptance of and/or participation in the events that make up and/or use of the prize or from participation in the contest.

18. Entries and any accompanying materials become the property of GIK Acoustics. Please keep copies if you wish to retain any of the materials accompanying the application and/or the application.

19. By entering the contest, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the campaign or contest, or a prize awarded, will be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred, (if any), not to exceed \$100, but in no event will attorneys' fees be awarded or recoverable; (3) under no circumstances will any participant be permitted to obtain any award for, and any participant hereby knowingly and expressly waives all rights to see, punitive, incidental, consequential or special damages, lost profits and/or any other damages, other

than actual out-of-pocket expenses not to exceed \$100, and/or any rights to have damages multiplied or otherwise increased; and (4) participant's remedies are limited to a claim for money damages (if any) and participant irrevocably waives any right to seek injunctive or equitable relief. Some jurisdictions do not allow the limitations or exclusions of liability for incidental or consequential damages, so the above may not apply to you.

20. This program may be cancelled by GIK Acoustics at its discretion at any time. GIK Acoustics may change these contest rules (including without limitation the dates for entry or consideration). Notice of cancellation or changes to these contest rules will be posted at www.gikacoustics.com. Submitting an entry does not guarantee any award or response from GIK Acoustics.

21. CONTACT: Please email Chris Calzone with questions at chris.c@GIKAcoustics.com.