

# Giveaway: Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES TO WIN. VOID WHERE PROHIBITED.**

1. **General Conditions:** This Giveaway (“Sweepstakes”) is sponsored by X-Rite, Incorporated, 4300 44th Street SE, Grand Rapids, MI 49512-4009 USA (“We” or “Sponsor”). The Sweepstakes is governed by these Official Rules, as well as by applicable laws and regulations of Japan, without regard to any conflicts of laws principles. The Sweepstakes is void where prohibited or restricted by law. **ALL ENTRANTS, AS A CONDITION OF ENTRY, AGREE TO ABIDE BY THESE OFFICIAL RULES, SO PLEASE READ THEM CAREFULLY.**
2. **Eligibility:** Duly completed questionnaire per natural person using a lightning solution for its business, unless stated otherwise in the survey invitation or Sweepstakes details. Late, incomplete, duplicate, computer-generated, replicated, or other automated entries are not eligible and are void. In some instances, additional information may need to be provided to verify submitted information. In addition, entries that have been tampered with or altered are not eligible and are void.

To be eligible for the Sweepstake, persons must:

- be legal residents and physically located in Japan as of the date of entry through the awarding of the prize;
- be a natural person who is 18 years or older at the time of entry;
- not be an employee, officer, or director of Sponsor or any of its affiliates, or be domiciled with them or a member of their immediate family (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and in-laws) (the “Excluded Parties”);

- complete all information required to be submitted in the Sweepstakes invitation (incomplete information will be declared invalid and will not be entered into the Sweepstakes); and
  - if selected as a Winner (see below), respond to the prize notification within the time, if any, specified in the notification and may also be required to: (a) provide his or her full mailing address for the purpose of receiving the prize; (b) upon Sponsor’s request, sign and return a release of liability, declaration of eligibility, waiver and assignment of rights; (c) where lawful, verify his or her social security number or other taxpayer identification number; and/or (d) take possession of the prize in the manner specified by Sponsor.
3. **Timing:** Sweepstakes begins at 23/03/22 and ends at 23:59 p.m. GMT+9 on 08/04/22-. ("Sweepstakes Entry Period").
  4. **How to Enter:** Complete the survey form and submit before the end of the Sweepstakes Entry Period.
  5. **Determination of Winners:** Each of the qualified entrants to have completed the survey and submitted all information required in the Sweepstakes invitation will be eligible to receive the Prize (as defined below) (each a “Winner”). Note this is a first come first served Sweepstakes.
  6. **Notification.** We will notify the Winner(s) of their winnings and/or send them the redemption instructions for the Prize by email on or about thirty (30) days after the end of the Sweepstakes Entry Period. If, on our review, we determine that the Winner does not meet all of the above requirements, he or she is no longer considered a Winner and we may award the Prize to another Winner(s) selected in the same manner as set forth above, or we may deem the Prize forfeited and retain it. It is the sole responsibility of each entrant to notify Sponsor of any change in e-mail address or other contact information. If any correspondence of the Sponsor or any Prize is returned as undeliverable for any reason, such person will be disqualified and the corresponding Prize will be forfeited and retained by us. In the event of a

dispute over the identity of an online entrant, the entry will be deemed submitted by the holder of the e-mail account. Only the named entrant is eligible to claim the Prize. If the Winner cannot be contacted within fifteen (15) calendar days of first notification attempt such Prize will be forfeited. No compensation will be given upon prize forfeiture.

By accepting the prize, you agree that there are no further obligations required of Sponsor.

ALL TAXES, AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS.

7. **Disqualifications** Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant that we determine: (1) has tampered with the entry process or the operation of the Sweepstakes; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the Sweepstakes; or (4) is otherwise ineligible under, or otherwise in violation of, these Official Rules. Any attempt by an entrant to commit any of the above acts of misconduct may be a violation of civil or criminal law and Sponsor reserves the right to seek damages from such entrant to the fullest extent permitted by law.
  
8. **Description of Prize(s)/ Consumer Disclosure:** Each of Winners will receive the prize set forth in the survey invitation (the "Prize"), the value of each is set forth therein.

The total approximate retail value of all Prizes to be awarded is set forth in the Sweepstakes invitation. In the event of unavailability of a stated Prize, Sponsor reserves the right to substitute items of equal or greater value. No cash substitutions, transfers, or assignments of prizes allowed, except by us in case of unavailability, in which case a prize of equal or greater value will be awarded. Reporting and payment of any federal, state, provincial, local, VAT, or other taxes, fees, customs, duties, insurance, or other amounts owed in

connection with any prize are the sole responsibility of the Winner. Sponsor reserves the right to amend, modify change, postpone, suspend, or cancel this Sweepstakes and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which we reasonably deem necessary. Our decisions with respect to all matters related to this Sweepstakes are final.

By entering the Sweepstakes, entrants agree to receive more information from Sponsor such as e-mail communication and/or promotions. You will be given the opportunity to unsubscribe on every email that we send. Sponsor will not sell, rent, transfer or otherwise disclose entrants' personal data to any third party except as required to manage the Sweepstakes, fulfill prize delivery or otherwise as permitted under these Rules and Sponsor's Privacy Policy.

9. **Additional Terms and Conditions** By entering this Sweepstakes, each entrant releases and holds harmless Sponsor, any manufacturer or supplier of any prize, any other persons or entities involved in the Sweepstakes, each of its and their respective parents, subsidiaries, and affiliates, and each of its and their respective officers, directors, employees, and agents ("Releasees"), from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the Sweepstakes (2) the acceptance, possession, or use of any prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect, incomplete, garbled or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are illegible, late, lost, damaged, or postage due or misdirected; (6) any injury or damage to participants or any other person's computer, network, modem, or other equipment related to or resulting from participation or downloading any material in connection with the Sweepstakes; (7) any conditions arising from events beyond Releasees' reasonable control; and (8) any use by Sponsor of entrants' information, third parties' information contained therein, and/or entrants' own names,

likenesses and biographical information as provided herein. EACH PRIZE IS PROVIDED BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO RELEASEES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

If for any reason the Sweepstakes is not capable of running as planned, including without limitation due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility 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. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any E-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web Site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading any materials in the sweepstakes. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN

ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited, each entrant agrees that this sweepstakes shall be governed by the laws of Japan and: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts situated in Japan (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded and entrant hereby waives all rights to claim such damages and all rights to have such damages multiplied or increased.