

**Official Rules**  
**Cambria AR™ Mobile Application Contest**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED.**

**Sponsor.** This Contest (the “Contest”), in conjunction with Wit & Delight, LLC (the “W&D”), is sponsored by Cambria Company LLC, a Minnesota limited liability company, with an address at 11000 West 78th Street, Eden Prairie, Minnesota 55344 (“Sponsor”).

**Eligibility.** The Contest is open to legal residents of the United States (except for residents of Alaska, Idaho, Montana, New Mexico, Puerto Rico, and Wyoming) and Canada (except for residents of the province of Quebec) who are eighteen (18) years of age or older (“Entrant”). Employees of Sponsor and/or W&D and their immediate family members are prohibited from entering. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law, including without limitation, Arizona.

**Agreement to Official Rules.** By participating in the Contest, Entrants agree to abide by the terms and conditions hereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation, as established by Sponsor.

**Contest Period.** The Contest begins on April 23, 2018 at 12:00 a.m. CST and ends on May 7, 2018 at 11:59 p.m. CST (the “Contest Period”). Entries received before or after the Contest Period are void. Sponsor’s and/or W&D’s computers are the official time-keeping devices for the Contest.

**How to Enter.** First, Entrants must have a social media account on Facebook, Instagram or Twitter. Entrants may create a free account if they do not already have one by visiting <https://www.instagram.com>, <https://twitter.com/>, or <https://www.facebook.com/>. Before entering the Contest, the “Private Account” (or “Protect your Tweets”) setting in Entrant’s profile on the social media platform used to enter the Contest must be turned off to ensure that the social media posts described herein are publicly available. Second, Entrants must download the free Cambria AR™ mobile application (the “App”) from the App Store for iOS devices. Entrant’s use of the App is subject to the App’s privacy policy and terms of use.

Entrants then must take at least one (1) image of their kitchen, bathroom, laundry room, or other room where countertops can be installed, using the App. Images must include the space and a Cambria design of Entrant’s choosing. There is no limit on how many images an Entrant may submit with his or her entry. Entrants should, but are not required to, submit an additional image of the applicable area without the Cambria product so that Sponsor can evaluate the “before and after” potential of each room. During the Contest Period, Entrants must post the image(s) taken with the App (and any “before” pictures taken without the App, as applicable) to at least one of their social media account(s). Entrants submit entries by using either of the following methods:

1. By completely filling out the designated form at the bottom of W&D’s blog (<http://witanddelight.com/>) and including links to the applicable social media posts described above; or
2. By ensuring that the hashtag #MyCambria is included with each social media post described above.

There is no limit to the number of entries per Entrant and a single Entrant may enter through any permissible medium. Posts, comments or replies must be uploaded in accordance with the Terms of Service for the applicable social media platform (<https://help.instagram.com/478745558852511>, <https://twitter.com/en/tos>, <https://www.facebook.com/terms.php>), as amended as of the time of the applicable entry. All entries must be complete and received during the Contest Period to be eligible. No Entries will be returned. Any person found to use multiple accounts on the same social media platform to enter more than once may be deemed ineligible. Use of computer programs and/or other automated devices to enter the Contest is prohibited.

Normal internet access and device usage charges imposed by on-line service providers may apply. Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed

computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries (including, without limitation, notices that go to Entrant's spam/junk folder); technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an Entrant's ability to participate in the Contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest and award the Prize, as described below, from entries received up to the time of termination or suspension should causes beyond Sponsor's control, including unauthorized human intervention, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Contest or proper submission of the Entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from participating in this Contest.

**Prize.** A credit in the amount of \$5,000 USD to be used on Cambria quartz surface products, and fabrication and installation services (the "**Prize**"). The Prize Winner, as defined below, may select any design, thickness, fabrication, and edging offered by Sponsor at the time of redemption. Prize Winner will not receive a refund for any of the unused credit amount, and any unused amount at the time of redemption shall be forfeited. If the Prize Winner orders, and Sponsor agrees to provide, products and/or related fabrication or installation services, with a value in excess or outside of the credit amount, Entrant shall be invoiced for such amounts, subject to standard payment terms. Sponsor reserves the right to substitute a different Prize of approximately equivalent value in its sole discretion.

Any applicable federal, state or local taxes are the sole responsibility of the Prize Winner. The determination of liability for any federal, state and/or local taxes that may arise out of the Contest, participant's involvement in this Contest (including the receipt of the Prize), and the payment of any such tax liability, shall be the sole responsibility of the Entrant and/or Prize Winner, as applicable. However, should federal, state and/or local law impose any tax reporting or filing obligations on Sponsor arising out of Entrant's involvement in the Contest (including receipt of the Prize), Entrant agrees to timely provide Sponsor with any information that is reasonably necessary for Sponsor to comply with any such reporting or filing obligations. In addition, should federal, state or local law impose any tax withholding obligation on Sponsor with respect to the Entrant's receipt of the Prize, Entrant agrees to such withholding and shall timely provide any information to Sponsor as may be required for Sponsor to accomplish such withholding.

**Selection of Winners:** On or before May 4, 2018, one (1) winner will be selected by Sponsor from the eligible entries (the "**Prize Winner**"). Eligible entries will be evaluated by Sponsor based upon the seventeen (17) point scale below. Sponsor may use fractions of a point. The eligible entry with the highest score wins the Prize.

- **Creativity using the App: 0.00-2.00 points.** Entrants should be creative when it comes to the Cambria design chosen, the existing surfaces Entrant wants changed, use of the App's features, and overall presentation of the image(s) submitted.
- **Quality of the image(s) submitted: 0.00-2.00 points.** Entrants with higher quality images will earn more points. Lighting, focus, and lens quality, among other factors, can significantly impact the quality of the image submitted.
- **Before and after story: 0.00-10.00 points.** Entries should clearly demonstrate how the installation of Cambria products would impact the applicable space. Sponsor is looking for a great "before and after" story. The greater the impact, the better the story, the more points earned by the Entrant. Entrants should do this by submitting a "before" image along with the image(s) from the App. However, failure to submit "before" images will not disqualify the entry.
- **Social media following: 0.00-3.00 points.** Entrants can earn more points by having more followers and/or followers in the interior design industry.

**Notification of Potential Prize Winners:** The Prize Winner will be notified by a representative of Sponsor via the email address provided by Entrant or through the "direct message" system on the applicable social media platform utilized by Entrant to enter the Contest. If the Prize Winner does not acknowledge acceptance of the Prize within seven (7) days of being notified that he or she is the Prize Winner, another Prize Winner may be selected and notified using the same procedures specified herein. In the event a Prize Winner is a Canadian resident, such Prize Winner

may be required to correctly answer an additional mathematical skill-testing question without the benefit of any calculating devices before any prize will be awarded.

**Requirements of Prize Winners:** The Prize Winner will have one (1) year from acknowledging acceptance of the Prize to redeem the Prize by submitting an order to Sponsor. Failure to redeem the Prize within one (1) year will result in forfeiture of the Prize. Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and liability and release, wherever lawful, as a precondition to award of the Prize. If the Prize Winner fails to sign and return the requested documents, that Prize Winner may be disqualified, and the Prize may be awarded to an alternate Prize Winner that earned the next highest amount of points on the seventeen (17) point scale described above. Notwithstanding the foregoing, if Prize Winner acknowledges, but fails to redeem the Prize, Sponsor is under no obligation to select another Prize Winner.

**Privacy:** Information submitted with an entry will be subject to Sponsor's Privacy Policy: <https://www.cambriausa.com/About-Us/privacy/>.

**RELEASE AND PUBLICITY.** BY ENTERING THE CONTEST, ENTRANT AGREES TO INDEMNIFY, DEFEND AND HOLD SPONSOR, ITS AFFILIATES, AND THEIR MANAGERS, GOVERNORS, MEMBERS, AGENTS, SUPPLIERS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY “**SPONSOR PARTIES**”) HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, SUITS, ACTIONS, OBLIGATIONS, FINES, DAMAGES, JUDGMENTS, PENALTIES, CLAIMS, CAUSES OF ACTION, CHARGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE CONTEST OR ANY USE OF OR PARTICIPATION IN THE PRIZE. SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE AND BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED BY SPONSOR, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME AND ADDRESS BY SPONSOR AND/OR W&D (AS APPLICABLE) FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

**WARRANTY & LIMITATION OF LIABILITY.** SPONSOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE PRIZE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY SPONSOR PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR PRODUCTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY THE ENTRANT AND/OR PRIZE WINNER, NOT TO EXCEED THE RETAIL VALUE OF THE PRIZE PROVIDED BY SPONSOR UNDER THIS CONTEST. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT.

**DISPUTES.** BY ENTERING THIS CONTEST, EACH ENTRANT AGREES THESE OFFICIAL RULES SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO ITS CONFLICT OR CHOICE OF LAW PRINCIPLES. ANY ACTION ARISING OUT OF OR RELATING TO THIS CONTEST SHALL BE BROUGHT INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, AND ONLY IN THE STATE FEDERAL COURTS OF MINNESOTA, AND ALL PARTIES EXPRESSLY CONSENT TO SUCH COURTS' JURISDICTION AND IRREVOCABLY WAIVE ANY OBJECTION WITH RESPECT TO THE SAME, INCLUDING ANY OBJECTION BASED ON FORUM NON CONVENIENS.

**Contest Results and Official Rules.** To obtain the identity of the Prize Winner and/or a copy of these Official Rules, please send the request by electronic mail to [Alyssa.Greve@CambriaUSA.com](mailto:Alyssa.Greve@CambriaUSA.com) or by mail to the following: Cambria Company LLC, Attn: Director of Content Marketing, 11000 West 78th Street, Eden Prairie, Minnesota 55344.