

## **KIMBALL WORK FROM HOME SOCIAL PROMOTION OFFICIAL RULES**

The Kimball Work From Home Social Promotion is a skill contest (the “Contest”) that begins on 12/10/2020, at 8:00 AM Eastern Standard Time (“EST”) and ends on 12/18/2020, at 11:59 PM EST (the “Contest Period”). The Contest is sponsored by Kimball International, Inc., 1600 Royal St., Jasper, IN 47546 (“Sponsor”).

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.**

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM OR ANY OTHER PLATFORM. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK, INSTAGRAM OR ANY OTHER PLATFORM.**

**ELIGIBILITY:** The Contest is open only to legal residents of the 50 U.S. states and the District of Columbia who are at least 18 years of age on the date of the Contest entry submission (“Entrant”). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of the Sponsor and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Contest are not eligible. The Contest is void where prohibited by law. All federal, state, and local laws and regulations apply. Submitting an entry (each an “Entry,” and collectively the “Entries”) and/or accepting a prize constitutes Entrant’s full and unconditional agreement to and acceptance of these “Official Rules” and the decisions of Sponsor, which shall be final and binding in all respects.

**HOW TO ENTER:** During the Contest Period, Entrant must submit a photograph (the “Entry Material”) showing their current home office environment, with home address listed, to Sponsor’s Instagram account, @Kimballbrand, via direct message. Entrant must also: (1) follow the @kimballbrand and @life.work.etc Instagram accounts; (2) like the post on Sponsor’s Instagram account discussing the Contest; and (3) tag a friend in the comments to Sponsor’s Instagram post discussing the Contest. Sponsor is not responsible for incorrect, inaccurate or incomplete entry of information by Entrants; lost Entries or transmissions, interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions or the computer hardware, software, or any combination thereof; or problems associated with any virus or any other damage caused to Entrant’s systems.

Limit one Entry per person for the Contest. An Entry may, in Sponsor’s sole and absolute discretion, be disqualified if it is late, illegible, incomplete, damaged, destroyed, forged, contains objectionable material, fails to follow Sponsors’ requirements disclosed in these Official Rules, or for any other reason. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Assurance of delivery of Entries is the sole responsibility of the Entrant.

Sponsor, in its sole discretion, reserves the right to disqualify Entries containing any of the following: (a) words, images or statements that are or could be considered offensive to individuals on the basis of age, race, ethnicity, national origin, religion, sexual orientation, disability status, veteran status or any other class or characteristic protected from discrimination by the laws of the United States or any individual state within the United States, or that promote bigotry, racism, hatred, harm or discrimination against any such individuals; (b) threats (real or perceived) to any person, place, business, group or entity; (c) materials that depict illegal acts or that are sexually explicit, libelous, obscene, violent, hateful, slanderous or defamatory; (d) other inappropriate content that includes, but is not limited to, any display of smoking, alcohol, illegal drugs, firearms, harming of animals, nudity, or provocative/suggestive outfits or poses; (e) misuse of Sponsor's intellectual property; (f) identifiable names or markings of any third-party; (g) unauthorized use of the intellectual property of a third party; (h) name, likeness, voice, or other indicia identifying any person other than Entrant including, without limitation, celebrities and/or other public or private figures, without that person's written permission; or (g) content inconsistent with Sponsor's reputation and image.

**PRIZES:** Five (5) Entries will be selected ("Winners") subject to the Judging Criteria (as defined below). Each Winner will receive a "work from home office setup" consisting of (1) product from each of the following categories: (1) desk (Seraphina, Ridella or Kitner models), (1) chair (Milam, Vora, Decker, Side Chair/wood leg, or Side Chair/metal leg models), (1) storage unit (Siren, Xanthe, Coffee Table C02COF0101, Side Board C02MDC0101, or Vernita models), and (1) power center (Dean power center or Willow charging hub models). Total prize ARV: \$5000. Specific models and features of prizes are at Sponsor's sole and absolute discretion. No substitution or transfer of any prize or election of cash in lieu of any prize by Winner will be permitted. Sponsor reserves the right to substitute any prize of equal or greater value. Prizes are nontransferable. All federal, state, and/or local taxes are the sole responsibility of Winner. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of Winner. Unless otherwise stated, all prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Freight is included in the prize.

**JUDGING AND WINNER SELECTION:** Each Entry will be judged by a panel of qualified judges (the "Judges") selected by Sponsor, whose decisions are final and binding in all matters relating to the Contest. Entrant's home office will be scored based on the following four (4) "Judging Criteria":

- (a) **Flexibility:** A maximum of twenty (20) points may be awarded based on how the Entrant's home office furniture and design supports multiple different uses.
- (b) **Ergonomics:** A maximum of twenty (20) points may be awarded based on how the Entrant's home office furniture and design supports the Entrant's comfort and well-being while working from home.
- (c) **Functionality:** A maximum of thirty (30) points may be awarded based on based on how the Entrant's home office furniture and design supports the Entrant's ability to work efficiently and easily from home.

(d) **Overall Aesthetic Appeal:** A maximum of thirty (30) points may be awarded based on the overall aesthetic appeal of Entrant's home office furniture and design.

**This is a contest based on merit, and the odds of winning will depend on the relative quality and merit of the Entries received.** The five (5) Entrants whose corresponding Entries earn the highest score, out of a total of one-hundred (100) points based on the Judging Criteria, will be declared potential Winners. All potential Winners are subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. In the event of a tied score between Entries, the Entrant whose corresponding Entry received the most points in the Overall Aesthetic Appeal category of the Judging Criteria will become the potential Winner; in the event of a further tie between those same Entrants, the Entrant whose corresponding Entry received the most points in the Functionality category of the Judging Criteria will become the potential Winner.

On or about December 22, 2020, potential winners will be notified by response post on social media, direct message or email. If applicable, winners must provide an accurate postal mailing address so that prize can be delivered to the recipient. BEFORE BEING DECLARED A WINNER, ALL POTENTIAL WINNERS MUST SIGN AND RETURN, WITHIN FOURTEEN (14) DAYS OF BEING NOTIFIED, AN AFFIDAVIT OF ELIGIBILITY/COMPLIANCE & PUBLICITY/LIABILITY RELEASE FORM AND A W-9 FORM AND PROVIDE ANY OTHER BIOGRAPHICAL INFORMATION OR DOCUMENTATION REASONABLY REQUESTED BY SPONSOR IN CONNECTION WITH THE CONTEST (collectively "Prize Acceptance Documents"). Additionally, before being declared a Winner, potential winners must agree to provide Sponsor with an "after" photo of their home office setup incorporating the prizes they receive. If a potential Winner cannot be contacted after the first attempt to contact them, or if they fail to sign and return the Prize Acceptance Documents within the required time period, or is disqualified for any reason, Sponsor will name an alternate potential Winner selected in accordance with the Judging Criteria described above.

Any Entrant or other individual offering or using, or attempting to use a "cheat," payment, or other incentive (such as, the offer or acceptance of any benefit, compensation, gift or award in conjunction with judging or not judging a given Entry), or any other means to manipulate the Judges' scores may be disqualified and any submissions earned by those means may be void, in Sponsor's sole discretion.

**REPRESENTATIONS AND WARRANTIES OF ENTRANT:** By entering the Contest, Entrant represents and warrants that: (a) the Entry Material submitted is truthful, accurate and not misleading; (b) the Entry Material is wholly original to and created by Entrant and has not been copied, in whole or in part, from any other work; (c) the Entry Material does not infringe upon or otherwise violate the copyright, trademark, privacy, reputational, publicity, privacy or other proprietary rights of any third party; and (d) the Entrant has the full and exclusive right and authority necessary to submit the Entry Material without permission from or payment to any third party, including but not limited to Entrant's employer, or that Entrant has obtained such permission or made such payment.

**LICENSE TO USE ENTRY MATERIAL AND RIGHTS WAIVER:** Entrant grants to Sponsor, its subsidiaries, members, affiliates, retailers, distributors, advertising and contest

agencies, suppliers, and those acting pursuant to its authority (the “Licensees”), the irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, reproduce, modify, perform, exhibit, distribute and/or otherwise exploit the Entry Material in any media now known or hereafter devised and in any manner, including use for advertising, promotional or other commercial purposes (the “License”). Entrants waive any so-called “moral rights” in connection with the Entry Material and shall not have any rights of approval as to any rights exercised by the Licensees. Entrant agrees that it shall not be entitled to any compensation for any exercise of such rights beyond the consideration explicitly set forth herein. Entrant further agrees that Sponsor may edit, alter or modify the Entry Material in any manner and for any reason.

**PUBLICITY RELEASE:** Except where prohibited by law, Winners grant Licensees the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter devised, including but not limited to the world wide web, at any time or times, each Winner’s name, portrait, picture, voice, likeness, and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

**LIMITATION OF LIABILITY:** ENTRANT AGREES THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**OTHER CONDITIONS:** Sponsor, its subsidiaries, members, affiliates, retailers, distributors, advertising and contest agencies, suppliers, and those acting pursuant to its authority are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond the control of the Sponsors that may cause the Contest to be disrupted or corrupted; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest; or (v) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time and for any reason including, but not limited to, a computer virus, bug, tampering, unauthorized intervention, or other

technical problem of any sort corrupts the administration, security, or proper play of the Contest. Sponsor reserves the right to cancel the Contest or change any element thereof, with or without notice, at any time, due to printing errors, web site errors, transmission errors or other mistakes or problems in the production or administration of the Contest. The Releasees (defined below) are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

Entrants release, discharge, hold harmless, and covenant not to sue, Sponsor and any organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prizes, subsidiaries, affiliated and successor companies, members, licensees, affiliates and advertisers, and their respective officers, directors, agents and employees (collectively, "Releasees") from and against any claims or liabilities arising from or relating to submission of any Entry Material, determinations of the Judges, selection of winners, disqualification of any Entry, the posting or other use or dissemination of any Entry Material, use of any of the rights granted by Entrants, the acceptance or use/misuse of any prize, and any other claim or liability of any nature arising from or relating to Entrant's participation in the Contest, including, without limitation, any claim for personal injury, wrongful death, breach of contract, misrepresentation, invasion of privacy or right of publicity, defamation, infliction of emotional distress or otherwise. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest.

**ENTRANTS' PERSONAL INFORMATION:** Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.kimballinternational.com/privacy](http://www.kimballinternational.com/privacy). By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

**CONTACT US:** If you have any questions, comments or complaints regarding the Contest, please contact Sponsor at [komarketing@kimball.com](mailto:komarketing@kimball.com).

**WINNER' NAMES:** A full list of winners' names will be posted to Sponsor's Instagram account, on or before January 22, 2021 and available through at least February 22, 2021.