

# CEDIA Expo 2024 Nvytes Contest

## OFFICIAL RULES

### 1. ELIGIBILITY; METHOD TO ENTER; SUBMISSION GUIDELINES.

The CEDIA Expo 2024 Nvytes contest (the “Contest”) is only open to legal residents of the continental U.S. and Canada, who are in the age of majority for their region at the time of participation, and is over the age of 21. Employees of CEDIA Expo Emerald, and advertising and promotion agencies, and suppliers, (collectively the “Sponsor”), and immediate family members are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. **The Contest is void where prohibited.**

### 2. START AND END DATES

Entries will be accepted starting on April 23, 2024, 9am ET and ending September 7, 2024, 5pm ET.

### 3. HOW TO ENTER

To enter the Contest, the participant (“Participant” or “You/ Your”) must invite attendees to CEDIA Expo 2024 using your personalized promo code. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. Exhibitors in each category (listed below) who invite the most attendees to CEDIA Expo 2024 with their personalized promo code will be eligible to win a discount toward your CEDIA Expo 2025 booth. One entry per Participant. No purchase necessary.

### 4. CONDITIONS TO ENTRY

By participating in this Contest, You:

- agrees to be fully and unconditionally bound by these Rules;
- represent and warrant that You meet the eligibility requirements;
- represent and warrant that your entry is an original work of authorship, and does not violate any third-party proprietary or intellectual property rights; and
- agree to indemnify, defend, and hold harmless Sponsor, its subsidiary and affiliated companies, and all of their respective officers, directors, agents and employees from and against all third party claims, demands, liabilities, judgments, causes of action,

suits, and all expenses and costs incidental thereto including reasonable attorneys' fees based upon or arising out of Your negligence or willful misconduct.

If Your entry infringes upon any third-party rights, You will be disqualified at the sole discretion of Sponsor.

## **5. DESCRIPTION AND VALUE OF THE PRIZE; ODDS OF WINNING.**

The categories of the Contest are: 100-600 sq.ft; 601-1,200 sq.ft.; and, 1,201+ sq.ft. The winner(s) of the Contest (the "Winner(s)") for each category will receive a prize as follows:

100-600 sq.ft will receive \$1500 discount to use toward their booth at CEDIA Expo 2025;

601-1,200 sq.ft. will receive \$2500 discount to use toward their booth at CEDIA Expo 2025;

1,201+ sq.ft. will receive \$5000 discount to use toward their booth at CEDIA Expo 2025.

No cash or other prize substitution shall be permitted except at Sponsor's discretion. The prize is non-transferable. Acceptance of prize constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

## **6. JUDGING INFORMATION AND CRITERIA**

Sponsor will judge Contest based on such criteria as the most invited attendees by Participant.

## **7. NOTIFICATION OF WINNER(S).**

Winner(s) will be announced on or before September 20, 2024, on the official CEDIA Expo website. Winner(s) will also be notified by email within five (5) days following selection of Winner(s). Sponsor shall have no liability for any Winner's failure to receive notices due to spam, junk e-mail or other security settings or for any Winner's provision of incorrect or otherwise non-functioning contact information. If a Winner cannot be contacted, is ineligible, fails to claim the prize within ten (10) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner may be selected. Receipt by Winner(s) of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations.

## **8. WINNER'S OBLIGATIONS**

Each Winner grants (and agrees to confirm said grant in writing upon the request of Sponsor) to Sponsor, and those acting pursuant to Sponsor's direction or control, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter

developed, including but not limited to the Internet, at any time or times, Winner's name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional consideration and without notice, review or approval.

Further, Winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where lawful), and provide evidence of identity and age with a valid state or federally issued identification (i.e. driver's license or passport), all within fourteen (14) days of prize notification. If said documents are not returned timely, or if prize or prize notification is returned as non-deliverable, or if such Winner is found not to have complied with these Official Rules, declines the prize for any reason, or is ineligible for any reason, the prize will be forfeited and may be awarded, at Sponsor's sole discretion, to an alternate Winner.

## **9. RELEASE**

**By participating, You release and agree to hold harmless Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, representatives and agents from any and all liability for any claims, injury, loss or damage of any kind to persons (including, without limitation, death) or property, arising directly or indirectly, in whole or in part, from or in connection with the acceptance, possession, use or misuse of any prize, participation in this Contest, or any Contest-related activity. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE PARTICIPANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

## **10.PRIVACY POLICY**

**All entry information collected in connection with the Contest shall be accessible by Sponsor. Such information may be used by Sponsor and its partners to contact each entrant directly with marketing or other information. By participating in the Contest, You hereby consent to such use. Subject to the foregoing, all other uses of entrant information will be in accordance with the Emerald X's Privacy Policy in effect as of the date of entry. The privacy policy may be revised from time to time at Emerald's sole discretion.**

## **11. GOVERNING LAW**

By entering, You agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Official Rules, or the rights and obligations of participants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California without regard to its conflicts of law provisions. All participants hereby consent to the jurisdiction and venue of the federal or state courts located in Orange County, California.

## **12. WINNER LIST**

For the names of the Contest winners, send a self-addressed stamped envelope with your request to: CEDIA Expo, Emerald, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675. Winner list requests must be received by Sponsor by **October 31, 2024**

## **13. RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned due to causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any participant(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs and will return the entry fees.

## **14. SPONSOR.**

Emerald X, LLC, 100 Broadway, Floor 14, New York, NY 10005.