

The Dwell.com and Lutron® “Made in the Shade” Design Competition

Official Rules

No Purchase Necessary to Enter or Win

The following are the official rules for the Dwell.com and Lutron® “Made in the Shade” Design Competition (“Competition”):

1. Sponsors: The Competition is sponsored by Dwell Media LLC (“Dwell”), located at 550 Kearny Street, Suite 710, San Francisco, CA 94108 and Lutron Electronics Co. Inc. (“Lutron”) located at 7200 Suter Road, Coopersburg, PA 18036-1299 (together “Sponsors”).

2. Eligibility: Any individual who enters the Competition must be at least eighteen (18) years of age. The Competition is subject to all applicable federal, state and local laws and regulations, and is void where prohibited by law. Employees of Sponsors and their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Competition or to win the prize.

3. Entry Period: The entry period for the Competition begins at 3 p.m. PST on January 25, 2011 and ends at 11:59 p.m. PST on March 31, 2011 (“Entry Period”). Entries will be accepted on Dwell.com at www.dwell.com/contests/made-in-the-shade-design-competition. Entries received before or after the Entry Period will not be considered.

4. How to Enter: To enter, go to www.dwell.com/contests/made-in-the-shade-design-competition during the Entry Period and follow the instructions to submit entry information including one image of your textile design. A complete entry consists of the following: (1) a completed entry form available at www.dwell.com/contests/made-in-the-shade-design-competition and (2) one high resolution image file (submitted in .jpeg, .png, or .gif formats) of your submission designed for the Lutron Kirbé™ vertical drapery system and to be incorporated in the Lutron AVANT™ Collection (collectively, the “Submission”). Each entrant may submit more than one entry, up to a maximum of three entries. Each design must be unique. All Submissions must be submitted via Dwell.com. Mailed or hard copy Submissions will not be accepted. Incomplete Submissions and Submissions not in specified formats will be void. Submissions must be received by Dwell during the Entry Period to be considered. Proof of entry will not be deemed to be proof of receipt by Sponsor.

5. Rights Definition: As used in these Official Rules, the term “Rights” shall mean rights of copyright, patent rights, trademark and service mark rights, publicity rights, trade secret rights, character rights, rights in routines, trade dress rights, and all other proprietary rights of any kind whatsoever, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement or violation. Rights of reproduction apply only to winning submissions.

6. Originality of Submissions: Each entrant must have all Rights in and to his or her Submission as of the time of entry to the Competition. By entering a Submission each entrant represents and warrants that: (a) the entrant is the exclusive owner of the Rights related to the Submission to: (i) enter such Submission in this Competition; and (ii) to grant to Sponsors all rights necessary to use the Submission in the Competition and as provided in these Rules; and (b) no other person or entity, is entitled to any payment for the use of the Submission. A Submission must not have been, and may not be, entered in any other competition or previously published. Modifying, enhancing or altering a third party’s preexisting work does not qualify as an entrant’s original creation. Each entrant agrees to indemnify and hold harmless the Sponsors from and against all claims or damages arising out of the use of such entrant’s Submission. Sponsors reserve the right to void and/or disqualify any Submission if found in Sponsors’ sole discretion to be inconsistent with the above representations and warranties, plagiarized, copied, or fraudulent, to infringe upon existing Rights of others, or to be incomplete, damaged, obscene, vulgar, offensive or otherwise unsuitable for any reason.

7. Sponsors’ Ownership of Submissions: Each Submission, including, without limitation, all contents, concepts and ideas embodied therein, becomes the exclusive property of Sponsors, may be used by Sponsors for commercial, marketing and other promotional purposes, related to this Competition. Only the five (5) winning submissions (1 grand prize and 4 runners up) may be incorporated by Lutron into

commercial products. By entering a Submission, each entrant hereby irrevocably assigns to Sponsors all right, title and interest in and to such Submission, excluding the rights to production of the design, without expectation of compensation or acknowledgement (other than the prize, if any, that is awarded as set forth in these Official Rules). Sponsors shall have no obligation to make attribution with respect to the Submission, retain any of the Submissions, or maintain any information or ideas contained therein as confidential or proprietary.

8. Right to Use Name, Likeness, and Other Identifying Information: By entering a Submission, each entrant hereby irrevocably consents to the display, performance, and other use by Sponsors and their respective successors and assigns of his/her name; image; likeness; voice; Submission; biographical information; statements and quotes; stories and anecdotes provided; all of his/her other personal or commercial attributes or identifying features, for any purposes directly related to this Competition. The five winning entrants hereby irrevocably consent to the unlimited reproduction, distribution, display, performance, and other use by Sponsors and their respective successors and assigns of his/her name; image; likeness; voice; Submission; biographical information; statements and quotes; stories and anecdotes provided; all of his/her other personal or commercial attributes or identifying features for any purposes directly or indirectly related to this Competition, and in any format or medium now existing or later developed. All entrants, winning and non-winning hereby waive any and all rights of publicity and rights of privacy associated with the Sponsors' use of a Likeness (excluding the rights to production, for non-winners). The Sponsors may, in their sole discretion, and without providing notice to or receiving consent from an entrant, modify, change, adapt, or otherwise alter a winning Likeness to meet the requirements of production. Winning entrants shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of a Likeness. The rights granted under this paragraph are without compensation or notification to the entrant of any kind, except as required by law, and shall extend to all Submissions, all other materials submitted by entrant, and all other materials developed in connection with the Competition, regardless of whether they are developed by the entrant or another person or entity. Non-winning Submissions are not eligible for reproduction by Sponsors unless advance consent has been received by the entrant and any and all compensation and rights of publicity and rights of privacy associated with the Sponsors' use of Likeness for the Submission in question have been mutually agreed upon by Sponsors and Entrant.

9. Sponsors' Control over Submissions; Background Check: Each Submission must be in good taste and consistent with the Sponsors' positive image and may not be offensive or inappropriate, as determined by Sponsors in their sole discretion. No Submission may infringe or otherwise violate the Rights or privacy of any person (living or deceased) or entity. All entrants and Submissions are subject to verification by Sponsors. Sponsors reserve the right to conduct background checks on any or all entrants, which may include, without limitation, civil, criminal, employment, education, and financial background checks. Sponsors reserve the right to disqualify any entrant based on such background checks if Sponsors determine in their sole discretion that awarding a prize to any such entrant might reflect negatively on Sponsors. Entrants will cooperate with Sponsors and their representatives in connection with any and all verification and background check activities, including, without limitation, signing and delivering background check authorizations.

10. Judging; Selection of Finalists: Competition judges will consist of a panel appointed by Dwell with input from Lutron. From approximately April 1, 2011 through April 11, 2011 Dwell editors will review Submissions and present a selection of 20 to 25 Submissions from which the judging panel will select ten (10) finalists using the following criteria, each weighted in equal percentages: (i) adherence to Competition requirements and rules (ii) consideration of the design parameters and restrictions posed by the Kirbé drapery fabric as follows:

- **The winning design will be printed on pleated polyester and the pleats/fluidity of the fabric should be factored into all submitted designs.**
- **Designs with perfectly straight lines and/or stripes and geometric prints will become skewed by the pleats and nature of the fabric.**

(iii) overall caliber and creativity of Submission; and (iv) the most appropriate for commercial production (together, the "Judging Criteria"). The Competition judges panel shall determine the ten (10) Submissions receiving the highest total score ("Finalists"). In the event of a tie, the tied Submissions will be re-evaluated

against each other by the Competition judges based on the Judging Criteria until the tie is broken.
PURCHASE OF ANY PRODUCT OR SERVICE OFFERED BY THE SPONSORS OR PAYMENT OF ANY KIND WILL NOT IMPROVE CHANCES OF WINNING.

11. Voting Period: The Submissions of the ten Finalists (10) will be posted on Dwell.com at www.dwell.com/contests/made-in-the-shade-design-competition and Internet users will cast votes for their favorite Submission beginning at 12 p.m. PST on April 12, 2011 and ending at 11:59 p.m. PST on April 26, 2011 (“Voting Period”). Voting will only take place over the Internet and will be hosted by Dwell.com. Votes received before or after the Voting Period will not be considered. Voting will be monitored via IP addresses and any Submission that receives in excess of 100 votes from one IP address will only be credited for 100 of those votes.

12. Winner Selection: After the Voting Period has ended, the Competition judges will select as the potential grand prize winner the Submission that receives the most lawful popular votes from the public. In addition, the finalists that receive the second, third, fourth and fifth most votes, respectively, will be selected as runners up and will receive prizing as described in paragraph 14. In the event of a tie, the tied Submissions will be evaluated against each other by the Competition judges based on the Judging Criteria until the tie is broken. The potential grand prize and runner up winners will be notified by Lutron via e-mail and telephone between May 1, 2011 and May 14, 2011. If any potential winner chooses not to accept the prize, or does not respond between May 1, 2011 and May 14, 2011 to three separate attempts by Lutron to reach the potential winner, the finalist receiving the next highest popular votes from the public will be selected as the new potential winner. In the event of a tie in this instance, the tied Submissions will be re-evaluated against each other by the Competition judges based on the Judging Criteria until the tie is broken. The Sponsors are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the potential winner. As a condition to being selected as the winners or runners up of the Competition, the potential winners will be required to execute a winner’s agreement (the “Winner’s Agreement”) within seven (7) days after being notified of their selection as a potential winner. The Winner’s Agreement will contain, among other things, an affidavit of eligibility, releases, provisions concerning the prize, the way in which the prize will be provided, a privacy waiver, and the winner’s assignment to the Sponsors of all of the Rights related to any materials, items, or information developed in connection with the prize. The winner and runners up will be announced on Dwell.com no later than twenty (20) days after the winners and runners up are selected.

13. Additional Winner Conditions: Lutron reserves the right to make minor adjustments to the five winning designs (one grand prize winner and four runners up) based on the necessary requirements of manufacturing the designs on the Kirbé vertical drapery system. As a condition of winning, the grand prize winner and runners up will need to collaborate with Lutron on the following, to ensure that their design is eligible for inclusion in the AVANT Collection and is viable for production:

- **The original file submitted will need to be re-formatted into a high-resolution TIFF file**
- **The TIFF file size must be 100 ppi or higher**
- **The winner will need to provide either instruction or visual of a single unit of repeat and how the design steps out**
- **The pantone colors included in the design**

14. Prize: In addition to the recognition and publicity that comes with being featured on dwell.com and at Dwell Media’s Dwell on Design® Conference and Exhibition (“DOD”), the grand prize winner will receive from Lutron the following: (1) award plaque; (2) their winning design will be made into a fabric that will become part of the AVANT Collection™; (3) their winning design will be produced and printed on a Kirbé vertical drapery system and featured in the Lutron booth at DOD; (4) the winning design/fabric will be featured in future Lutron literature and on Lutron.com; (5) a Lutron AVANT fabric binder featuring winner’s custom fabric; and (6) a RadionRA2* single room lighting control package and Sivoia-QS Wireless automated drapery track* (an approximate \$4,000 in retail value). The four (4) runners up will receive the recognition and publicity of being featured on dwell.com, in addition to the following from Lutron: (1) award plaque; (2) design/fabric to be featured in future Lutron literature and on Lutron.com; (3) a Lutron AVANT fabric binder.

*RadioRA® 2 Single Room Lighting Control Package contains (3) RRD-6D, (1) RD-RD, (1) RRD-H6BRL, (1) RR-MAIN-REP

*Sivoia® QS Wireless Drapery Track must be a D105 single track. Left, right, or center draw. Standard

track metal color. No manual open. Pinchplate. Single power supply. Track must be between 24" and 96". Track does not include fabric; must be COM.

15. Additional Prize Conditions: The prizes are not transferable, assignable, or redeemable for cash. No cash redemption and no prize substitution is permitted, except by Lutron which reserves the right to change or replace the prize with a prize of comparable or greater value at any time.

16. Taxes and Documentation: All federal, state, and local taxes on the monetary value of the prize are the sole responsibility of the winner. The Sponsors will file a 1099 tax statement with the IRS. The winner will be required to sign a W-9 form; and failure to do so will result in forfeiture of the prize.

17. General Conditions: By participating in the Competition, entrants agree to abide by the terms of these Official Rules and by the decisions of the Sponsors and the judges, which will be final and binding on all matters pertaining to this Competition. Should there be a dispute regarding who may have entered a Submission, that Submission will be deemed to have been made by the authorized holder of the e-mail account at the time the Submission was made. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. By participating in the Competition, entrants release, acquit, and forever discharge Sponsors (and Sponsors' respective affiliates and subsidiaries) and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Released Parties") from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which an entrant and his or her successors and assigns ever had, has, or may have, or claim to have against the Released Parties, for, upon, or by reason of any matter, act, or thing relating to the Competition. The Sponsors may modify, suspend, or terminate the Competition at any time, and for any reason that they may determine in their sole discretion. Sponsors reserve the right in their sole discretion to disqualify any entrant, and remove such entrant's Submission from the Competition, who tampers with the entry process or the operation of the Competition or who acts in violation of these Official Rules. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Privacy Policies: In addition to the usage rights described in these Official Rules, by entering the Competition, entrants agree and consent that any information provided upon entering may be used by Sponsors in accordance with their respective Privacy Policies located at www.dwell.com/privacy and <http://www.lutron.com/Pages/PrivacyPolicy.aspx>.

19. Disputes/Choice of Law: Each entrant agrees that the Competition shall be governed by the laws of the State of California and: (1) any and all disputes, claims and causes of action arising out of or connected with the Competition shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) each entrant hereby waives all rights to claim Special Damages. Under no circumstances shall Sponsors' aggregate liability to any entrant of the Competition exceed One Dollar (\$1.00).

20. Winner's List: To request the name of the winner and runners-up, send a self-addressed postage-stamped envelope to Dwell Media LLC, "Made in the Shade Design Competition", attn Ralston O'Neill, 550 Kearny Street, Suite 710, San Francisco, CA 94108. Requests must be received prior to June 29, 2012.