

**THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. TO PARTICIPATE IN THE FORM STUDENT INNOVATION COMPETITION, YOU MUST BE 18 YEARS OF AGE OR OLDER (CANADIAN RESIDENTS MUST BE THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE) AND ENROLLED AS A STUDENT DURING THE ENTRY PERIOD OF THE COMPETITION. YOU MUST NOT BE EMPLOYED AS A PROFESSIONAL DESIGNER IN ANY CAPACITY.**

**THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.**

**FORM STUDENT INNOVATION COMPETITION  
OFFICIAL RULES**

**ONCE YOU SUBMIT YOUR DESIGN, IT BECOMES THE PROPERTY OF  
FORMICA CORPORATION ("FORMICA")**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE AN ENTRY'S CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1. DESCRIPTION:** The FORM Student Innovation Competition (the "Competition" or "Promotion") begins at 9:00:00 AM Central Daylight Time ("CDT") on September 9, 2019 and ends at 11:59:59 PM Central Standard Time ("CST") on March 13, 2020 (the "Competition Period"). The Contest provides you with an opportunity to create and submit a color rendering of a blurred lines- the intersection of technology and the natural world -themed furniture design that can be used in commercial and residential settings, using a minimum of three Formica® Laminate colors/patterns, with at least one being from the SurfaceSet® 2020 collection, along with a project statement describing the project and explaining how Formica® brand products were integral to the design solution during the Entry Period (each, a "Submission"). By participating in the Competition, you unconditionally accept and agree to comply with and abide by these Official Rules, the Terms of Use of the Website, and the decisions of Formica ("Sponsor"), which shall be final and binding in all respects. To the extent the Terms of Use of the Website and of these Official Rules conflict, the terms and conditions of these Official Rules shall prevail.

**2. SUBMISSIONS:** Submission Requirements: (1) The Submission must include a color rendering of a blurred lines-themed furniture design that can be used in commercial and residential settings. Note that the winner may be required to work with Formica to create a workable file, preference is given to submissions in .dwg or .dwt file types. The piece must be no larger than 6' x 6' x 6' in size, and dimensions must be clearly noted on the design rendering. (2) The color rendering must use three or more Formica® Laminate colors/patterns, with at least one pattern being from the SurfaceSet® 2020 collection. The colors/patterns must be listed on the color rendering. (3) The Submission project description of 300 words or less must describe the project and explain how Formica® brand laminate was integral to the design solution. (4) Submission may consist of up to three renderings (views or side views) for the piece. (5) The working drawings should be as accurate as possible so that a fabricator can complete the item true to your vision. Renderings must include dimensions, any special instructions for fabrication, and the piece must be buildable. (6) Submission must be emailed in JPEG, PNG or PDF file format and be no larger than 10 MB in file size. (7) Submission must be entirely your own work, or the work of your student design team. (8) You must submit responses to a short survey provided by Formica Corporation along with your entry submission. (9) You cannot take any elements from any other artist's creation, work or pieces. (9) You agree that once you submit your Submission, it becomes the property of Sponsor.

Submissions may be made by an individual or as a design team. Each design team must designate one Individual as the team contact and each design team must list all of the team members' information on the project description ONLY. Only the individuals listed as team members will be eligible to receive a prize. Each individual entrant or design team can only submit one entry for a Commercial Design. If a person is a part of a design team, that individual CANNOT submit an individual entry.

**3. ELIGIBILITY:** The Promotion is open only to legal permanent residents of the fifty (50) United States, the District of Columbia and Canada (excluding, without limitation, where prohibited by law), and international students enrolled as full time students at universities in the aforementioned locations, who are 18 years of age or older or, for Canadian residents, the age of majority in your province of residence or university, at the time of entry and enrolled as a student during the Entry Period of the Competition. The Promotion is not open to students who are currently employed as a professional designer in any capacity or who reside or are citizens in a country where participating in the promotion as provided in these rules is prohibited by local law. All design team members must meet the eligibility requirement for the design team entry to be eligible. If one or more design team members are found to be ineligible, the entry will be deemed ineligible. Employees of Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers and directors, or any persons

or entities directly associated with the Competition and members of their immediate families and/or persons living in the same household as such persons (collectively, the "Promotion Entities"), are ineligible to enter the Competition. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**4. HOW TO ENTER:** To enter, visit the website [www.formica.com/studentcompetition](http://www.formica.com/studentcompetition) (the "Website"), and follow the links to the Competition and instructions provided, beginning at 9:00:00 AM Central Daylight Time ("CDT") on September 9, 2019, and ending at 11:59:59 PM Central Standard Time ("CST") on March 13, 2020 (the "Entry Period"). Submissions must be emailed to [designcontest@formica.com](mailto:designcontest@formica.com) and contain a color rendering and your first name, last name, address, phone number [including area code], and email address along with the typed project statement. Once an entry has been submitted it cannot be deleted, canceled, or modified. Incomplete Entries, including but not limited to those Entries that do not meet the requirements herein, will not be eligible for judging. Entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at time of Submission (each, an "Entrant"). "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event of a dispute over the ownership of an email address, prize will be awarded to the Authorized Account Holder of the designated email address. Entrants are advised to retain copies of their Submissions for their records because the Submissions will not be acknowledged or returned. The Submissions must be received no later than 11:59:59 PM CST on March 13, 2020. Proof that you emailed an entry does not constitute proof that it was received or received during the Entry Period. Sponsor will only accept Entries during the Competition Entry Period. Entrants are subject to all notices posted online including, but not limited to, Sponsor's Privacy Policy. Submission of an Entry to the Competition does not indicate that the Entry has complied with the Official Rules. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning.

**5. JUDGING:** At the end of the Entry Period, there will be two (2) rounds of judging, as set forth below. Round 1: All Submissions shall be judged by representatives of Formica Corporation who will determine the top ten (10) Submissions ("Finalists"). Round 2: the ten (10) Finalist Submissions shall be judged by Renee Hytry Derrington, Group Vice President of Design at Formica Group and a panel of judges as selected by Formica. One (1) Grand Prize Winner, one (1) Second Place Prize Winner and one (1) Third Place Prize Winner will be selected. Formica reserves the right to act as final decision maker in the judging process (submission round and 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners). All judging will be based forty percent (40%) on best use of the Formica® brand colors/patterns and products, thirty percent (30%) on overall design aesthetics, twenty percent (20%) on the intersection of design and function, and ten percent (10%) for the project statement describing the project and explaining how Formica® brand color/product was integral to the design solution. Winners will be privately notified the week of April 20, 2020 and publicly announced on May 26, 2020. The winners will be notified by email. Any Submission that is considered by Sponsor in its sole discretion to be obscene, pornographic, libelous or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules or the Terms of Use of the Website, will be disqualified and will not be eligible as a Submission. All requested information must be completed to enter and to be eligible to win. All Submissions or other materials and personal information submitted as part of the Competition may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Except as otherwise stated in these Official Rules, personal information collected in connection with this Competition will be used in accordance with the privacy policy found on the Website and with the consent given by an Entrant at the time of entering a Submission. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as nonconfidential and nonproprietary. Proof of submitting any Submission is not considered proof of delivery to or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

#### **6. PRIZE AND PRIZE VALUES:**

**Grand Prize:** One (1) Grand Prize worth approximately \$17,000 will be awarded consisting of: (A) \$2,000 USD Cash; (B) fabrication of the winning design, which will be displayed at Formica's booth during NeoCon 2020 (the fabricated design is property of Formica Corporation's collection and no consideration is due to Entrant based on fabricating the design); and (C) a trip for one to attend NeoCon 2020 in Chicago at which the winning fabricated design will be on display. The grand prize winner will also receive the opportunity to talk with media about his/her design, walk the show floor with Renee Hytry Derrington (Global Design Lead at Formica Group) and meet with Formica representatives over dinner. The trip will include complimentary coach air travel to Chicago, with the flight originating and return flight concluding in either the U.S. or Canada, accommodations for three nights at a hotel to be determined by Sponsor, a complimentary ticket to attend NeoCon 2020, and taxi vouchers for travel to and from the hotel and to and from the event. All other costs and fees of the trip, including without limitation: food, airline baggage fees, purchases on the airplane, souvenirs, travel insurance, and additional hotel charges (such as mini bar, meals charged to the room, pay-per-view movies, wifi charges, etc.) will be the responsibility of the Grand Prize winner.

**Second Place Prize:** One (1) Second Place Prize worth approximately \$6,000 will be awarded: (A) \$1,000 USD Cash; (B) a rendering of the second place design will be displayed at Formica's booth during NeoCon 2020; and (C) a trip for one to attend NeoCon 2020 in Chicago at which the winning fabricated design will be on display. The Second-place winner will also receive the opportunity to talk with media about the FORM competition, walk the show floor with Renee Hytry Derrington and meet with Formica representatives over dinner. The trip will include complimentary coach air travel to Chicago, with the flight originating and return flight concluding in either the U.S. or Canada, accommodations for three nights at a hotel to be determined by Sponsor, a

complimentary ticket to attend NeoCon 2020, and taxi vouchers for travel to and from the hotel and to and from the event. All other costs and fees of the trip, including without limitation: food, airline baggage fees, purchases on the airplane, souvenirs, travel insurance, and additional hotel charges (such as mini bar, meals charged to the room, pay-per-view movies, wifi charges, etc.) will be the responsibility of the Second place winner.

**Third Place Prize:** One (1) Third Place Prize worth approximately \$5,500 will be awarded: (A) \$500 USD Cash; (B) a rendering of the third-place design will be displayed at Formica's booth during NeoCon 2020; and (C) a trip for one to attend NeoCon 2020 in Chicago. The Third-place winner will also receive the opportunity to talk with media about the FORM competition, walk the show floor with Renee Hytry Derrington and meet with Formica representatives over dinner. The trip will include complimentary coach air travel to Chicago, with the flight originating and return flight concluding in the U.S. or Canada, accommodations for three nights at a hotel to be determined by Sponsor, a complimentary ticket to attend NeoCon 2020, and taxi vouchers for travel to and from the hotel and to and from the event. All other costs and fees of the trip, including without limitation: food, airline baggage fees, purchases on the airplane, souvenirs, travel insurance, and additional hotel charges (such as mini bar, meals charged to the room, pay-per-view movies, wifi charges, etc.) will be the responsibility of the Third place winner.

If a group entry is selected to receive a prize, only one (1) representative selected by the winning group will be flown to Chicago for NeoCon 2020. Formica will not be a party to any dispute among the winning design group regarding the selection of the designated representative.

All winners will be featured on a selection of the Formica Group's internal and external communication channels. Potential winners will be notified by mail or email and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") and any other documents Sponsor may require within a specified time. Failure to timely return a signed Affidavit or other required documents or the return of any prize notification or prize as undeliverable will result in prize forfeiture. Potential winners cannot contact the media or in any way promote their winning until after the embargo date of May 26, 2020, or prize may be forfeited. Federal and state income taxes may apply and are the sole responsibility of the winners. If a design team is selected as a winner, all members will be required to complete an Affidavit, or any other document Sponsor may require. Also, if a design team is confirmed as a winner, then all members of the design team will equally split the cash prize and recognition for the winning design. All expenses not specifically stated as being included are excluded, including but not limited to taxes, including any income tax, and are the responsibility of the winners. All Prize Winners will be issued an Internal Revenue Service Form 1099 for the value of their prize for the tax year in which prize was won, and if the winners are a design team, each will receive their own individual Internal Revenue Service Form 1099. No assignment or transfer of any prize is permitted. All prizes will be delivered via check delivered by Carmichael Lynch Relate.

**7. LICENSE:** By entering your Submission in the Competition, you hereby grant Sponsor and its successors a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submission, in any and all media, in whatever form, for any legal purposes whatsoever now known or that hereinafter become known. Each Entrant irrevocably waives any and all so-called moral rights they may have in the Submission(s) submitted by him or her.

**8. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Submission must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submitting the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website, including, without limitation, name and likeness permissions for any person that appears in or is identifiable in the Submission. If any identifiable person appearing in the Submission is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. By submitting a Submission, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion.

**9. DATES & DEADLINES / ANTICIPATED NUMBER OF CONTEST ENTRANTS:** Because of the unique nature and scope of the Competition, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Competition. Sponsor cannot accurately predict the number of Entrants who will participate in the Competition.

**10. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, then each Entrant agrees to sign the same upon Sponsor's request therefore (without any need for any additional consideration).

**11. PUBLICITY RELEASE:** By participating in the Competition, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and any Entrant in or Winner of the Competition, each Entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such Entrant's Submission, name, likeness, biographical information, and any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Competition or other promotions, and hereby release the Promotion Entities from any liability with respect thereto, unless prohibited by law.

**12. NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Competition does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of any Promotion Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way.

**13. GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that the Promotion Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting from the Competition or any Competition-related activity. Sponsor assumes no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Website or participating in the Competition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from continuing with the Competition as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**15. DISPUTES:** Each Entrant agrees to release, defend, indemnify and hold harmless Sponsor, Agent for Sponsor, those working on its behalf and each of their respective officers, directors, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Competition, Sponsor's use of the Entry or the awarding, acceptance, use or misuse of any prize. Any and all disputes, claims and causes of action arising out of or in connection with this Competition shall be resolved individually without resort to any form of class action. This Competition shall be governed by and construed in accordance with the laws of the State of Ohio regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Cincinnati, Ohio, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Ohio.

For any resident of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS COMPETITION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF**

**ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

**15. WINNERS LIST/OFFICIAL RULES:** To obtain a copy of a winners list, send a self-addressed stamped envelope to FORM Student Innovation Competition Winners List, C/O Carmichael Lynch Relate, 110 North 5<sup>th</sup> Street, Minneapolis, MN 55403. All such requests must be received no later than June 10, 2020. These Official Rules and Winners will be posted on the Website.

**16. SPONSOR:** Formica Corporation, 10155 Reading Rd, Cincinnati, OH 45241