

## **YLighting 2017 Cerno Silva LED Table Lamp Giveaway**

**December 5, 2017 through December 31, 2017**

### **OFFICIAL RULES**

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

**How To Enter:** Beginning **December 5, 2017** through **December 31, 2017**, go to the [ylighting.com/blog/sweepstakes/cerno-silva-led-table-lamp-giveaway](http://ylighting.com/blog/sweepstakes/cerno-silva-led-table-lamp-giveaway) and complete and submit the entry form pursuant to the on-screen instructions.

**Winner Selection:** One winner will be selected from among all eligible entries received throughout the Promotion. Drawing will be conducted by YLighting, whose decisions are final. Odds of winning will depend upon the total number of eligible entries received.

**Prize:** The Winner(s) of the Promotion will receive one **Silve LED Table Lamp from Cerno**, with Oiled Walnut finish and White Linen shade.

**Winner's List:** For Winners' names, visit [www.ylighting.com](http://www.ylighting.com) after **December 31, 2017**. Incomplete, misdirected, inaccurate, lost, late, delayed, undelivered, damaged, or illegible entry forms or entries that have been tampered with will be disqualified.

**ENTRIES:** Limit one (1) entry per household from the starting date indicated above until **December 31, 2017, 11:59 PM (PST)**. Entrants can only win one of the prizes offered. Multiple entries from the same household will be disqualified. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of YLighting and will not be returned or acknowledged. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet Service Provider, online service provider or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**ELIGIBILITY:** Entrants must be legal residents of the lower 48 continental United States and the District of Columbia who are 18 years or older at time of entry. Void in Puerto Rico and where prohibited by law. Employees, officers, directors or agents of YLighting and prize providers, or their respective parents, affiliated entities and subsidiaries, participation advertising and promotion agencies (and members of their immediate family and/or those living in the same household of each such employee) are not eligible to enter or win.

**CONDITIONS OF PARTICIPATION:** Online entrants must have a valid e-mail address and it is each entrant's responsibility to update YLighting of any change in e-mail address. Winners are each solely responsible for any expenses not specifically included in the prize package description. The reporting and payment of all federal, state, and local taxes incurred by acceptance of the prize package (or any portion thereof) are the sole responsibility of each Winner. Each prize package is awarded "as is" with no warranty or guarantee, either expressed or implied outside of the respective manufacturers' limited warranties. No transfer, assignment of substitution of a

prize (or any portion thereof) is permitted, except YLighting reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable for any reason. All federal, state and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of YLighting, which are final and binding on all matters pertaining to this Promotion. Winners may each be required to sign and return an Affidavit of Eligibility, a Liability Release, and where legally permissible a Publicity Release within seventy-two (72) hours following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Winners hereby further agree that they will sign any documents necessary to transfer copyright of the entries to Sponsor within five (5) days following the date of first attempted notification. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for YLighting and its agencies to use any Winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes without additional compensation, unless prohibited by law. By accepting the prize, Winners agree to hold YLighting, the prize providers, their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury (including death) or damage to persons or property caused or claimed to be caused, directly or indirectly, by participation in the Promotion (including the way in which Winners are selected), the delivery, acceptance, use or misuse of any of the prizes and/or claims based on publicity rights, defamation or invasion of privacy. YLighting: (i) is neither responsible for any loss (financially or otherwise), injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from downloading any material from the Website, regardless of whether the material was prepared by YLighting or a third party, and regardless of whether the material is connected to the Website by a hypertext link, nor (ii) assumes any liability either for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants and/or Winners. YLighting is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prizes.

**INTERNET:** YLighting is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions or failure to receive entry information by YLighting or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, YLighting reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. YLighting reserves the right to select winners from eligible entries received as of the termination date. YLighting further reserves the right to disqualify any individual who tampers with the entry process. YLighting may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or

harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, YLighting reserves the right to seek damages from any such participant to the fullest extent of the law.

**DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Walnut Creek, CA; (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) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California State law, without reference to California's choice of law rules, governs the Promotion and all aspects related thereto.

**Good luck!**