

# La-Z-Boy Teacher Appreciation Contest

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE CONTEST IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, PERMANENT LEGAL RESIDENTS OF THE STATE OF PENNSYLVANIA AND AT LEAST 6 YEARS OF AGE OR OLDER. PLEASE NOTE THAT YOUR ENTRY DOES NOT HAVE TO NAME THE WINNING TEACHER IN ORDER FOR YOU TO BE ELIGIBLE TO WIN A PRIZE. ONE ENTRANT PRIZE WILL BE AWARDED TO AN ELIGIBLE ENTRANT WHO HAS SUBMITTED A VALID ENTRY VIA A RANDOM DRAWING, REGARDLESS OF THE TEACHER NAMED IN THE ENTRY.**

- 1) **CONTEST PERIOD:** The La-Z-Boy Teacher Appreciation Contest (the “**Contest**”) begins on October 11, 2018 and ends on November 5, 2018 (the “**Contest Period**”). On-Site Entries must be received by close of business at one of the La-Z Boy locations listed in Section 3(b) below on November 5, 2018. Mail Entries must be postmarked by November 5, 2018 and received by November 11, 2018.
- 2) **ELIGIBILITY:** To enter the Contest, you must, at the time of entry, a) be a permanent legal resident of the State of Pennsylvania, b) be physically located in the State of Pennsylvania, and c) be 6 years of age or older. The Contest is void outside of the above geographic areas and where prohibited or restricted by law. The Contest, and any website pages and advertisements relating thereto, are intended for viewing only within the state of Pennsylvania. Employees, officers, directors, representatives, independent contractors and agents of La-Z-Boy Incorporated (“**Sponsor**”), the Finalist Judges, the Winning Teacher Judges (as defined below), the contest administrator, and the parent companies, affiliates, and subsidiaries of Sponsor and such entities, and their advertising and promotion agencies (collectively, the “**Contest Entities**”), and members of their immediate families (parents, children, siblings, spouses, regardless of where they reside) and members of their households (whether related or not), are ineligible to participate in this Contest or win a prize. Eligibility will be determined by Sponsor in its sole discretion.
- 3) **HOW TO ENTER:**
  - a) **Read the rules:** First, visit <http://info.la-z-boy.com/teachers> (the “**Website**”) during the Contest Period to receive details on how to enter the Contest and read the Official Rules. You may also visit one of the La-Z-Boy store locations listed in Section 3(b) below to review the Official Rules.
  - b) **Obtain an entry form:** Obtain an official entry form (“**Entry Form**”) by visiting the Website above or at one of the following La-Z-Boy locations:

**HARRISBURG LOCATION:**  
5125 Jonestown Road, Suite 315  
Harrisburg, PA 17112

**LANCASTER LOCATION:**  
1484 Harrisburg Pike  
Lancaster, PA 17601

**MECHANICSBURG LOCATION:**

**6390 Carlisle Pike**

**Mechanicsburg, PA 17050**

**YORK LOCATION:**

**728 Loucks Road**

**York, PA 17404**

- c) **Write an essay:** On the Entry Form, write an essay (“**Essay**”) that describes an Eligible Teacher (as defined below) whom you believe is worthy of special recognition. In your Essay describe (i) What makes this teacher special, (ii) This teacher’s passion/enthusiasm for education and the classroom, and (iii) this teacher’s impact on the classroom/students (how this teacher has made a difference). An “**Eligible Teacher**” is a teacher who is employed (whether full-time or part-time) by a public or private school located in one of the following counties in Pennsylvania: Adams, Cumberland, Dauphin, Lancaster, Lebanon, Perry, York (each an “**Eligible School**”). Home schools are not eligible. Your Essay must be original and unique. Therefore, the Essay cannot be submitted more than once and must be submitted on the Entry Form. Essay attachments to the Entry Form will not be accepted. In the event either the same Essay is submitted by a contestant more than once, or is submitted by more than one contestant, then only the first Essay received by Sponsor in accordance with the Official Rules will be eligible and any additional submissions of the same Essay will be disqualified. **Your Essay must be a minimum of 50 words but may not exceed 150 words. Please see below for further restrictions on the content of your Essay.**
- d) **Two Ways to Submit Your Entry Form With Your Essay:**

On-Site Entry: After completing the Entry Form containing your Essay, deposit your Entry Form containing your Essay in the designated “La-Z-Boy Teacher Appreciation Contest” drop box at one of the La-Z-Boy store locations listed above (“**On-Site Entry**”).

Mail Entry:

After completing the Entry Form containing your Essay, mail your entry in a first-class, stamped envelope to: La-Z-Boy Teacher Appreciation Contest, P.O. Box 12486, La Crescenta, CA 91224. Such entries must be postmarked by November 5, 2018 and received by November 11, 2018 (“**Mail Entry**”).

**There is a limit of one (1) entry per person, regardless of the method of entry.**

**4) GENERAL REQUIREMENTS FOR ENTRIES:**

- a) Only complete Entry Forms including an Essay and all required information will be accepted. An Entry Form that is incomplete or does not comply with these Official Rules will be disqualified. Sponsor may also disqualify any entrant who provides false or misleading information in connection with an entry or the Contest. Sponsor will not verify or acknowledge receipt of entries. Sponsor assumes no responsibility for late, lost, misdirected, damaged, illegible, or incomplete On-Site Entries received at each store location or for late, lost, misdirected, damaged, illegible, postage-due or incomplete Mail Entries received by the contest administrator, Finalist Judges or Winning Teacher Judges.
- b) An “**entrant**” is defined as an eligible person who completes an official entry form, writes an Essay on the Entry Form, and submits the Entry Form containing the Essay within the Contest Period in accordance with the Official Rules for the Contest. Anyone submitting an Essay that is not submitted on an Entry Form will not be deemed an entrant. Entries can only be accepted in accordance with the procedures set forth in these Official Rules. If an entrant is under 18 years of age, then the parent/legal guardian of such minor must sign the entry form on behalf of such minor.

- c) Each entrant agrees, warrants and represents that
- i) The Essay is his/her original work and he/she has all rights to the Essay;
  - ii) The Essay was developed specifically for the purpose of this Contest and has not otherwise been submitted elsewhere, distributed, published, exploited and/or appeared in whole or in part in any media, and has not won any award in a competition; and
  - iii) No one else has any rights in or with respect to his/her Essay.
- d) Any entry with an Essay that does not conform with the requirements of these Official Rules for any reason, including, without limitation, an Essay that violates the content restrictions listed below, or that is otherwise inappropriate (as determined by the Sponsor in its sole discretion), may be disqualified. All Essays are subject to the following content restrictions:
- i) Neither the Essay nor any parts of the Essay can have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
  - ii) The Essay must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement;
  - iii) The Essay must not contain any ideas or content that the entrant considers proprietary;
  - iv) The Essay must not contain material that is inappropriate, rude, crude, derogatory, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, or material that portrays a teacher, a school, Sponsor and/or any Contest Entities in a negative light (as determined by Sponsor in its sole discretion);
  - v) The Essay must not contain material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age (as determined by Sponsor in its sole discretion); and
  - vi) The Essay must not contain material that is unlawful, or in violation of or contrary to the laws or regulations in any applicable jurisdiction.
- 5) **SELECTION OF FINALISTS:** On or about November 13, 2018, a panel of judges determined by Sponsor in its sole discretion (the "**Finalist Judges**") will select ten (10) finalist entries (the "**Finalist Entries**") from among all eligible On-Site Entries and Mail Entries submitted during the Contest Period by judging each eligible Essay using the following criteria (collectively, "**Judging Criteria**"):
- a) What makes this teacher special - **33%**
  - b) Teacher's passion/enthusiasm for education and the classroom - **33%**
  - c) Teacher's impact on the classroom/students (how the teacher has made a difference) - **33%**

The ten (10) highest scored Essays will be selected as Finalist Entries.

In the event of a tie, the entry with the highest score in the first judging criterion set forth above will be declared a Finalist Entry. In the event there is still a tie, the entry with the highest score in the second judging criterion set forth above will be declared a Finalist Entry. If there is still a tie, the Finalist Judges will, in their sole discretion, select the entry that will be declared a Finalist Entry. The decisions of the Finalist Judges relating to the judging of all entries are final and the decisions of the Sponsor are final and binding in all respects relating to this Contest. In the event it is determined that any potential Finalist Entry is ineligible to participate in this Contest, then such potential Finalist Entry will be disqualified.

- 6) **SELECTION OF THE WINNING TEACHER:** On or about November 30, 2018, a different panel of judges determined by Sponsor in its sole discretion (the "**Winning Teacher Judges**") will select one (1) Winning Teacher (the "**Winning Teacher**") from among all eligible Finalist Entries by judging each Essay using the Judging Criteria and selecting the Eligible Teacher that is the subject of the one (1) Finalist Entry with the highest score as the Winning Teacher. In the event of a tie, the Eligible Teacher that is the subject of the

Finalist Entry with the highest score in the first judging criterion set forth above will be declared the winner. In the event there is still a tie, the Eligible Teacher that is the subject of the Finalist Entry with the highest score in the second judging criterion set forth above will be declared the winner. If there is still a tie, the Sponsor, at its sole discretion, will select the Eligible Teacher that is the subject of the Finalist Entry who will be declared the Winning Teacher. The decisions of the Winning Teacher Judges and Sponsor relating to the judging of all Finalist Entries are final, and the decisions of the Sponsor are final and binding in all respects relating to this Contest. In the event it is determined that any entrant is ineligible to participate in this Contest or the potential Winning Teacher is ineligible to be nominated, then such entrant and/or Winning Teacher may be disqualified.

- 7) **SELECTION OF THE WINNING SCHOOL:** The Eligible School (as defined in Section 3[c]) where the eligible Winning Teacher who accepts the Teacher's Prize is employed as a teacher (whether full-time or part-time), shall be selected as the winner of the School Prize ("**Winning School**").
- 8) **SELECTION OF TWO WINNING ENTRANTS (each a "Winning Entrant"):** **Winning Entrant #1:** The eligible entrant who submitted the Entry Form and wrote the Essay which was utilized by the Winning Teacher Judges to select the Winning Teacher will be named a Winning Entrant. **Winning Entrant #2:** The Sponsor and/or contest administrator, whose decisions are final and binding in all matters relating to this Contest, will conduct a random drawing on or about November 30, 2018 to select one (1) additional Winning Entrant from all eligible entries received during the Contest Period, regardless of the teacher named in each entry. Winning Entrant #1 will not be eligible for this drawing. Odds of winning a prize depend on the number of eligible entries received during the Contest Period. In the event any Winning Entrant is under 18 years of age, then the prize will be awarded to his/her parent/legal guardian on behalf of the applicable Winning Entrant.
- 9) **WINNING ENTRANT NOTIFICATION:** Each potential Winning Entrant will be notified by telephone or email at contest administrator's sole discretion. If the contest administrator cannot engage in a live conversation with any potential Winning Entrant (or his/her parent/legal guardian) within five (5) days from the first notification attempt or if the contest administrator tries to contact a potential Winning Entrant (or his/her parent/legal guardian) via email and cannot receive any information requested from such potential winner within five (5) days from when the email is sent, then such person may be disqualified and an alternate winner may be selected. Although contest administrator may, in its sole discretion, choose to leave a message or messages on a potential winner's voicemail service or answering machine, such messages are solely to facilitate live contact within the five (5) day period and do not constitute a "live conversation" for purposes of these Official Rules. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.
- 10) **WINNING TEACHER AND WINNING SCHOOL NOTIFICATION:** The potential Winning Teacher and potential Winning School will be notified by telephone via the administrative office of the school. If the contest administrator cannot engage in a live conversation with a potential Winning Teacher within five (5) days from the first notification attempt or cannot receive any information to contact such potential winner, then such person may be disqualified, and an alternate winner may be selected. Although contest administrator may, in its sole discretion, choose to leave a message or messages with the school's administrative staff, such messages are solely to facilitate live contact with the potential Winning Teacher within the five (5) day period and do not constitute a "live conversation" for purposes of these Official Rules. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.
- 11) **PRIZES: A TOTAL OF FOUR (4) PRIZES WILL BE AWARDED: a) One (1) Teacher Prize to the Winning Teacher, b) One (1) School Prize to the Winning School, and c) Two (2) Entrant Prizes to the Winning Entrants.** Please see below for prize details.

**One (1) Teacher Prize:** Up to \$7,500 of in-store credit for use in any of the La-Z-Boy locations listed in Section 3(b) of this Official Rules. Approximate Retail Value ("**ARV**") \$7,500. Any costs, fees, taxes, delivery, gratuities, customization, extended warranties or any other expenses that exceed \$7,500 in total will be the sole

responsibility of the Winning Teacher. The prize cannot be redeemed for cash and cannot be applied to previous purchases. Value of prize must be used entirely in one invoice and any remaining balance is forfeited. Invoice amount in excess of prize amount is the responsibility of the winner. Prize can be used toward merchandise, sales tax, delivery charges, and related invoice items. Delivery available up to 75 miles from participating La-Z-Boy locations. Prize is non-transferable. ID is required at the time of purchase. Original prize certificate must be surrendered upon purchase.

**One (1) School Prize (deemed a donation to the school by the Sponsor):** Up to \$5,000 of in-store credit for use in any of the La-Z-Boy locations listed in Section 3(b) of this Official Rules. Approximate Retail Value ARV: \$5,000. Any costs, fees, taxes, delivery, gratuities, customization, extended warranties or any other expenses that exceed \$5,000 in total will be the sole responsibility of the Winning Teacher. The prize cannot be redeemed for cash and cannot be applied to previous purchases. Value of prize must be used entirely in one invoice and any remaining balance is forfeited. Invoice amount in excess of prize amount is the responsibility of the winner. Prize can be used toward merchandise, sales tax, delivery charges, and related invoice items. Delivery available up to 75 miles from participating La-Z-Boy locations. Prize is non-transferable. ID is required at the time of purchase. Original prize certificate must be surrendered upon purchase.

**Two (2) Entrant Prizes:** Each prize consists of up to a \$2,500 in-store credit for use in any of the La-Z-Boy locations listed in Section 3(b) of this Official Rules. ARV: \$2,500. Any costs, fees, taxes, delivery, gratuities, customization, extended warranties or any other expenses that exceed \$2,500 in total will be the sole responsibility of each Winning Entrant. The prize cannot be redeemed for cash and cannot be applied to previous purchases. Value of prize must be used entirely in one invoice and any remaining balance is forfeited. Invoice amount in excess of prize amount is the responsibility of the winner. Prize can be used toward merchandise, sales tax, delivery charges, and related invoice items. Delivery available up to 75 miles from participating La-Z-Boy locations. Prize is non-transferable. ID is required at the time of purchase. Original prize certificate must be surrendered upon purchase.

In the event a Winning Entrant is under 18 years of age, then the prize will be awarded to his/her parent/legal guardian on behalf of the Winning Entrant. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Additional expenses not specifically identified in these Official Rules are the sole responsibility of each winner. Sponsor shall not be liable for failure to perform any of its obligations hereunder resulting directly or indirectly from or contributed to by any acts of God, acts of an entrant or participant, acts of civil or military authority, terrorism or terrorist threats, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack or inability to obtain materials, components, labor or fuel supplies, or other circumstances beyond the Sponsor's reasonable control, whether similar or dissimilar to the foregoing. Please allow 4 - 6 weeks for the delivery of prizes.

- 12) **ACCEPTANCE OF PRIZES:** In the event a potential Winning Teacher fails or refuses to accept the Teacher Prize within the deadline established by the Sponsor, then such potential Winning Teacher may be disqualified by Sponsor. In such event, Winning Entrant #1 and the Winning School associated with such Winning Teacher may be disqualified as well and may be ineligible to receive the Entrant Prize and School Prize, respectively. In the event Winning Entrant #1 or a Winning School fails or refuses to accept an Entrant Prize or the School Prize, respectively, within the deadline established by the Sponsor, then such Winning Entrant and Winning School may be disqualified by Sponsor and no Entrant or School Prize may be awarded.
- 13) **AFFIDAVIT/RELEASES/TAXES:** Before the potential Winning Teacher, the potential Winning School and the potential Winning Entrants are deemed the official prize winners, such potential winners will be required to execute an Affidavit of Eligibility and Publicity/Liability Release form provided by Sponsor (except where imposing such condition is prohibited by law) ("**Affidavit/Release**"). If a potential Winning Entrant is under 18

years of age, then the parent/legal guardian of such minor must sign any documents required herein on behalf of such minor. If signed copies of the Affidavit/Release are not returned within the time indicated in the documents, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner may be disqualified. All federal, state or other tax liabilities (including income taxes) arising from each prize awarded and its use (if any) will be the sole responsibility of each official winner. However, the Winning School will not be issued an IRS form 1099 because the School Prize will be awarded to the school in the form of a charitable donation. The Winning Teacher and the Winning Entrants will be issued an IRS form 1099. However, in the event, a Winning Entrant is under 18 years of age, then the parent or legal guardian of the minor will be issued an IRS form 1099.

- 14) **PUBLICITY:** By accepting a prize, the Winning Teacher, Winning School, and Winning Entrants each agree to participate (if requested by Sponsor) in any reasonable Publicity Activities (as defined below) agreed to between Sponsor and such winners that Sponsor may conduct in connection with the Contest and allow Sponsor or its designees to record or photograph and/or produce any Publicity Materials (as defined below) related thereto; provided, however, that a winner shall not be required to incur any costs in participating in any such Publicity Activities. Nothing herein shall require Sponsor to include a winner in such Publicity Activities or to engage in such Publicity Activities. **“Publicity Activities”** are publicity and/or media events or activities conducted by Sponsor or its designees in connection with the Contest, and may include, but are not limited to, media interviews, personal appearances, press releases, and appearances in advertisements, promotional activities and Publicity Materials. Any photographs, printed or electronic materials, video footage, sound recordings or other recordings or depictions of a winner, or his/her likeness, voice, statements, name, biographical information or address (city and state only), or of his/her participation in the Publicity Activities, are referred to herein collectively as **“Publicity Materials”**.) Each prize winner agrees that Sponsor shall be the exclusive owner of all such Publicity Materials and shall have the absolute right to use, reproduce, alter, amend, edit, publish, modify, crop and publicly display all elements of such Publicity Materials for any purpose (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Sponsor’s products and services), in whole or in part, in any and all media either now or hereafter known (including but not limited to distribution via the internet and on social media websites such as Facebook and YouTube), throughout the universe, in perpetuity, without further compensation, consideration or notification to the winner. The winner shall have no right to review or approve edits, alterations or modifications to any Publicity Materials.
- 15) **DISQUALIFICATION:** In the event any entrant, or any potential prize winner or prize winner is disqualified herein for any reason, then, at Sponsor's sole discretion and if time permits, an alternative potential prize winner may be selected using the same judging/selection criteria and procedures (including tie-breaking criteria and procedures) or random selection process set forth in these Official Rules as were used to select the person subject to disqualification. In the event a potential Winning Teacher is disqualified, then the potential Winning School employing such teacher and Winning Entrant #1 may be disqualified by Sponsor and no School Prize and no Entrant Prize may be awarded to such school or such entrant.
- 16) **USE/OWNERSHIP:** All entries, including winning and non-winning Essays, information or any other tangible or intangible materials submitted by an entrant to Sponsor for any reason shall become the property of Sponsor, even if labeled or otherwise identified as confidential or proprietary, whether the entrant is disqualified or not, and will not be returned. Except to the extent prohibited by United States law, by participating in the Contest, entrant agrees that: i) Sponsor shall own the entire content of the entry submitted by the entrant (including all rights embodied therein) and such entrant shall not showcase, advertise, publicize or highlight the Essay or his/her participation in the Contest without the prior written permission of Sponsor, ii) entrant shall have no right to review or approve edits, alterations or modifications to the Essay), and the entrant waives any “moral rights” in his or her entry and the Essay, and iii) Sponsor and its designees have the right to reproduce, alter, amend, edit, publish, modify, crop and publicly display all elements of such entry (including the Essay submitted and the entrant’s name, address [city and state], biographical information, statements, voice, photograph and other likeness), in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the

universe for all purposes (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Sponsor's products and services), without notification and without attribution or compensation of any kind to entrant or any third party. Sponsor reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, publish, modify, crop and use each entry (including the Essay associated with such entry) in connection with commercials, advertisements and promotions related to Sponsor (including viral campaigns), video and audio compilations, the sales of Sponsor's products and services, the Contest and any other contests associated with Sponsor, in any and all media, now or hereafter known, including but not limited to, all forms of television distribution, theatrical advertisements, radio, the Internet (including YouTube™ and social media), newspapers, magazines, and billboards. Sponsor shall have no obligation (express or implied) to use any entry (including the Essay, or to otherwise exploit any entry (including the Essay) or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any entry (including the Essay) for any reason, with or without legal justification or excuse, and entrant shall not be entitled to any damages or other relief by reason thereof.

- 17) **CONTEST CONDITIONS:** By participating or accepting a prize, each entrant or winner agrees: i) to be bound by these Official Rules and any other documents required by Sponsor herein (including any affidavits and/or releases referenced herein) and by the decisions of the Sponsor, the Judges, the Winning Teacher Judges and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor herein (including any affidavits and/or releases referenced herein), ii) to indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "**Released Parties**") from and against any and all third party liability, claims, losses, damages, demands, causes of action, penalties and expenses due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from a winner's acceptance, receipt, possession and/or use or misuse of any prize, or arising out of or related to any statement, action or failure to act by an entrant or a winner during or in connection with his/her participation herein and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor (including any affidavits and/or releases referenced herein), and, iii) not to sue and to hereby irrevocably and unconditionally release, waive and forever discharge the Released Parties, from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant or winner (or the successors-in-interest, heirs and/or agents of an entrant or winner) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest related activity, the acceptance, possession, misuse or use of a prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the entrant or winner name, address [city and state], biographical information, statements, Essay, voice, photograph and/or other likeness).
- 18) **PRIVACY:** All information submitted to Sponsor as part of this Contest will be treated in accordance with Sponsor's privacy policy, available at [www.la-z-boy.com](http://www.la-z-boy.com). Sponsor may collect information that you provide to enter the Contest and will use personal information you provide to enter the Contest to actually conduct the Contest. Sponsor may further use the personal information to send you information about Sponsor's products. Sponsor may also provide the personal information you provide to enter this Contest to third party fulfillment companies so that such companies may process and deliver prizes to winners.
- 19) **LIMITATIONS OF LIABILITY:** The Contest Entities are not responsible for lost, late, misdirected, undeliverable, illegible, unreadable, damaged, stolen or incomplete entries, or for system errors or failures to print official entry forms, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the entries and/or the judging of the Contest, the announcement of a prize or in any Contest-related materials. Sponsor may prohibit an entrant or potential winner from participating in the Contest or winning a prize if, in its sole discretion, it determines that said contestant or potential winner is

attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and, in Sponsor's sole discretion, select potential winners from those eligible entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 20) **DISPUTES:** Except where prohibited, each entrant and potential winner agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in or nearest to Monroe, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will an entrant or potential winner be permitted to obtain awards for, and each entrant and potential winner hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and potential winners and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- 21) **RULES/WINNERS LIST:** To receive an additional copy of these rules or winners list, send a self-addressed, stamped envelope to: La-Z-Boy Teacher Appreciation Contest, P.O. Box 12486, La Crescenta, CA 91224 so that it is received by no later than November 30, 2018. Please specify "Rules" or "Winners List." You may also view the Official Rules at <http://info.la-z-boy.com/teachers>.
- 22) **SPONSOR:** La-Z-Boy Incorporated, One La-Z-Boy Drive, Monroe, MI 48162.