Crestron DM NVX Technology Awards Terms & Conditions ("Terms"):

- 1. By submitting an entry, you ("Participant") agree that these Terms govern your participation in the Crestron DM NVX Technology Awards ("Event").
- 2. PARTICIPANT ELIGIBILITY. All global Crestron authorized dealers, who are at least 18 years old at the time of entry, are eligible to participate in the Event.
- 3. PROJECT ELIGIBILITY PERIOD. For an entry to qualify, the entry must be for a project that was completed between June 1, 2022, and April 12, 2024. Entries must include clear proof that the project was completed between the above-listed dates.
- 4. ENTRY PERIOD: Entry period starts January 1, 2024, at 12:00 A.M. Eastern Standard Time ("EST") and ends April 12, 2024, at 11:59 P.M. EST.
- 5. AGREEMENT TO TERMS. By submitting an entry, Participant agrees that these Terms govern Participant's participation in the Event. In addition, Participant agrees to accept the decisions of the judges as final and binding as they relate to the Event.
- 6. HOW TO ENTER.
  - a. All entries must be made using the online entry form.
  - b. All entries must include a completed and signed Crestron Marketing Release Form located <u>here</u>.
  - c. All submitted entries will be reviewed by the Crestron Marketing team for completeness and compliance with these Terms. Any entry that is not complete or does not comply with these Terms will be disqualified and discarded.
- 7. WINNER SELECTION.
  - a. For each Award Category, entries will be judged by a panel consisting of three Crestron employees and two industry experts.
  - b. Each judge will separately score each entry from 0-10 (10 being the highest) based on a combination of the information provided in the online entry form and the supporting photos and videos for each of the following categories:
    - i. Overall quality of entry submission
    - ii. Did the solution solve the challenge?
    - iii. Perceived Customer satisfaction
    - iv. Uniqueness

- v. Visual score (Review of imagery and videos)
- c. The top-scoring entry in each Award Category will be deemed the winner for that Award Category. Any tying entries will be deemed co-winners.
- d. Winners will be announced at InfoComm<sup>®</sup> 2024 trade show.
- e. Each winner will be awarded a trophy, be profiled by Crestron on Crestron's website, and have their project featured as a case study on Crestron's website.
- f. By accepting an award, the winner grants permission for Crestron and those acting under its authority to use winner's name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Facebook, Instagram, X (formerly Twitter), and/or Crestron's website at crestron.com, and/or on a publicly available award winners list) without notice.
- g. The determination of the winners is final.
- h. Crestron reserves the right to substitute any or all of the above-described awards with awards of equal or greater value.
- i. The winner will be subject to verification, including verification of identity and age.
- 8. LIMITATIONS OF LIABILITY AND RELEASE: By submitting an entry, Participant agrees to release and hold harmless Crestron and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) participation in the Event and/or acceptance, possession, use, or misuse of any Award or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, smart phone, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, Internet service or web page; (iv) unauthorized human intervention in any part of the entry process or the Event; (v) electronic or human error in the administration of the Event or the processing of entries; (vi) any lost, late, illegible, incomplete entries; or (vii) or the announcement of or notification to a winner.
- 9. ADDITIONAL TERMS & CONDITIONS: Crestron reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Event should virus, bug, non-authorized human intervention, fraud, or other cause beyond Crestron's control corrupt or affect the administration, security, fairness, or proper conduct of the Event. Use of any automated entry software is prohibited. Online entries made with multiple e-mail addresses, under multiple identities, or through the use of any other device to enter multiple times will be deemed invalid. The winning entry will be deemed to have been submitted by the authorized account holders of the e-mail addresses from which the entries were made. The authorized email account holder is deemed the natural person who is assigned to an e-mail address by an internet access provider, service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. In the event of any dispute arising between the Crestron and

Participant (the "Parties") under this Agreement, the Parties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through binding arbitration. All disputes arising out of or in connection with this contest shall be finally settled under the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment may be entered by any court having jurisdiction thereof. The arbitration proceeding shall be conducted in New York City, New York, and the language to be used in the arbitration proceeding shall be in English. All administrative fees and expenses of arbitration will be divided equally between the Parties. Each Party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration hearing. The arbitrator is not empowered to award damages in excess of compensatory damages. Each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Participant waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative. These official rules and an identification of the award winner will be available at https://www.crestron.com/Legal/Crestron-DM-NVX-Technology-Awards for 90 days after the close of the Event.

10. SPONSOR: Crestron Electronics, Inc., 15 Volvo Drive, Rockleigh, NJ 07647, 1-800-237-2041

11. EVENT VOID WHERE PROHIBITED BY LAW.