

MAITLAND-SMITH ONE 30TH ANNIVERSARY DESIGN CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. HOW TO ENTER THE PROMOTION.** The Maitland-Smith ONE 30th Anniversary Design contest (the "Promotion") begins on October 16, 2009 at 12:00:00 a.m. ET and ends December 16, 2009, 11:59:59 p.m. ET (the "Promotion Period"). To enter, go to the website at www.maitland-smith.com. At the website you will find ONE, Singularly Crafted for You, which is Maitland-Smith's premiere customization program. Choose your silhouette, finishes, materials, and even add your own signature panel to create your own design. Then follow the instructions to submit your design. All submissions must be created and entered online. You may submit as many entries as you like. Entries must be original works with ownership rights held solely by the entrant. Entries cannot have been used in any other promotions or contests or have been previously published in any format. Entries must not show or reference brands or trademarks other than that of Sponsor and must not negatively portray or display Sponsor's brands or products and cannot contain lewd, obscene, disparaging or offensive materials, commercial content, or any third party content, which includes any copyrighted material. Sponsor reserves the right to determine in its sole discretion whether an entry meets the entry guidelines, and Sponsor's decision in this regard shall be final.
- 2. ELIGIBILITY.** Promotion open to legal residents of the 50 United States including Washington DC, and legal residents of Canada (except the province of Quebec), who are eighteen (18) years of age or older or the age of majority in your jurisdiction, whichever is older. Employees of Maitland-Smith ("Sponsor"), its affiliates, subsidiaries, advertising, promotion and fulfillment agencies, any individuals engaged in any way in the development, production, printing, distribution or execution of this Promotion, and members of the immediate family or household of each, are not eligible to participate. Void in Quebec and where prohibited by law.
- 3. OWNERSHIP OF ENTRIES:** By entering, all entries (including all material embodied therein) submitted to Sponsor shall automatically become the sole and exclusive property of Sponsor immediately upon submission and shall not be returned to the entrant. Additionally, entrants each unconditionally assign and transfer to Sponsor a nonexclusive, unlimited, perpetual license in the entry, including, without limitation, the right, in Sponsor's sole discretion, to edit, composite, morph, scan, duplicate, or alter, the entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have in the entry submitted by him or her. Neither entrants nor Winners shall be entitled to receive any compensation or credit for use of entries, other than that disclosed in these Official Rules.
- 4. TERMS OF SUBMISSION/INDEMNIFICATION.** As conditions of entry into this promotion and by submitting an entry, each entrant warrants and represents: (i) entrant has the full right and legal capacity to agree to these Official Rules and is not a party to

any agreement that would condition or restrict entrant's ability to enter into this promotion; (ii) entrant is the sole and exclusive owner of the entry, and the entry is a previously unpublished, and previously unproduced work; (iii) the rights granted to Sponsor via these Official Rules, including public display, use and reproduction of entrant's entry will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal property right of any person or entity and entrant's entry will not constitute a libel or defamation of any third party; (iv) entry is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; and (v) entry does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, pornographic, or obscene as decided by the Sponsor, in its sole discretion. Sponsor shall have no obligation (express or implied) to use or otherwise exploit any entry, or continue the development, production, distribution or exploitation thereof. Once an entry has been submitted pursuant to the Promotion, the entrant may not distribute, disseminate, sell, use, license, or post the entry or any copies thereof in any medium (including other Internet sites) without the prior express written consent of Sponsor. Each entrant, as a condition of participation in the Promotion, hereby grants Sponsor the exclusive, perpetual, worldwide right to edit, adapt, modify, reproduce, publish, distribute, and otherwise use (unless prohibited by applicable law) the entry (including all material embodied therein) in any way or in any media now or hereafter known for trade, advertising, promotional, or other purposes as Sponsor determines, in its sole and absolute discretion, without further notice or compensation to the entrant or any third parties. Entrant agrees that Sponsor may, without any limitation or further compensation, use his or her entry, name, address (city and state only), image, likeness, voice, statement and biographical information in any and all media for the purpose of advertising, broadcasting and promoting the Sponsor's website, the Promotion, or any other promotion, contest or sweepstakes sponsored by the "Releasees" (defined below) without any financial or other compensation, except where prohibited by law. Each entrant hereby agrees to indemnify, defend and hold the "Releasees" (defined below) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder, including, but not limited to trademark, copyright or other intellectual property rights, right of publicity, right of privacy, or defamation.

5. PRIZES. Each winner of the categories set forth below will have their designed entry manufactured and delivered to them. The approximate retail value of any prize depends on each entrant's individual creation, up to a maximum of \$50,000. Winners will also receive two tickets to an awards cocktail party during the April, 2010 Furniture Market, in High Point, NC (note travel expenses to High Point, NC not included). Total ARV of prizes: \$200,000. Winning categories include

- Best Designer Submission
- Best Dealer Submission
- Best Consumer Submission
- Website Vote Winner

Prize Winners are responsible for all expenses associated with receipt of prize, including trip expenses, without limitation, meals, tips, telephone calls, incidentals and other personal expenses and hotel charges incurred. No substitution, cash redemption or transfer of prizes permitted by Winners. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. Any portion of a prize not accepted by a Winner will be forfeited.

- 6. TAX INFORMATION.** All federal state and local taxes on the prizes are the sole responsibility of the Winners. For any prize over \$600, winner will be issued a 1099 tax form which will require disclosure to Sponsor of winner's social security number for tax purposes.
- 7. JUDGING.** All valid entries will be judged by a panel of judges selected by Sponsor based on the following standards: (1) innovation; (2) creativity; and (3) visual appeal
- 8. VOTING.** From January 4 – January 13, 2010, there will also be a public voting period to select the Website Vote Winner. In the event of a tie, the Sponsor's judges will re-evaluate tied entries against each other. Limit one vote per entry per person. Use of any device to automate a vote is prohibited, including but not limited to software-generated, robotic, programmed, script, macro or other automated votes. Sponsor reserves the right at its sole discretion to disqualify any individual (and remove any votes from that individual) it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online entry; (ii) to have tampered with the voting process; (iii) to be acting in violation of these rules; or (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to remove votes at its sole discretion. If, for any reason, any aspect of this voting process is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures or disruption, 'Acts of God' or terrorist attacks, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the voting process or for any reason Sponsor deems it necessary, Sponsor reserves the right at its sole discretion to cancel, terminate, modify voting process and determine the winner(s). Sponsor is not responsible for and shall not be liable for: (i) difficulty accessing telecom systems; (ii) errors in transmission; (iii) service outage, delays or technical malfunctions of any network, computer systems, or computer equipment; (iv) any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes; (v) injury or damage to you or to any other person's computer related to or resulting from participating in, or downloading materials or software, or attempts to participate in or download materials or software related to this voting process. All interpretations of these rules and the decisions of Sponsor relating to this voting process are final.
- 9. NOTIFICATION OF WINNERS.** The Winners will be notified within approximately seven days after the voting closes, by way of regular mail, e-mail, and/or telephone. Winners must sign an affidavit of eligibility, a liability release, and where legal a

publicity release, and provide them within seven days of first attempted notification. If a potential winner fails to submit the required documentation within this time period, or if prize notification is returned as undeliverable, the prize will be forfeited and an alternate potential winner may be selected. Prize will only be awarded if winner complies with these Official Rules. In the event of a dispute regarding the identity of a winner, the entry will be deemed to be submitted by the account holder of the e mail address provided in the registration (or the first person listed for an account with multiple names).

10. GENERAL CONDITIONS. Void where prohibited or restricted by law. All applicable federal, state and local laws and regulations apply. By entering this Promotion, you accept and agree to be bound by these Official Rules and the decisions of the Sponsor and judges, whose decisions are final. By entering you hereby release Sponsor and its advertising agencies, and all other companies associated with the design and execution of this Promotion, and their respective officers, directors, employees, agents, parent companies, affiliates and subsidiaries (“Releasees”), from liability of any kind or nature for any loss, claims, damages, or injuries of any kind associated with participation in this Promotion or acceptance, possession, participation in or use or misuse of any prize. Sponsor reserves the right to disqualify any entry that it deems unacceptable. Sponsor is not responsible for submissions or entries that are incomplete, delayed, illegible, garbled, misdirected, or misrouted for any reason or for any computer, phone or phone line hardware or software malfunction. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Promotion should a virus, bug, computer problem, unauthorized human intervention, act of God, or other cause or event corrupt the administration, security, fairness or proper play of the Promotion. Sponsor may disqualify any person who engages in or attempts such activity. If the Promotion is cancelled early, Winners may be selected from the eligible entries submitted before the termination, if feasible.

11. NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant’s decision to provide the entry to Sponsor for purposes of the promotion does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the entry. Each entrant acknowledges and agrees that Sponsor does 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 copyright in and to the entry. Finally, the entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor’s actual or alleged exploitation or use of any entry other material submitted in connection with the promotion, 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 enjoin the production, distribution, exhibition or other exploitation of the entry or any other production based on or allegedly based on the entry and entrant’s rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. PRIVACY. Personal information submitted will be treated in accordance with Sponsor's privacy policy located at <http://www.maitland-smith.com/legal.aspx>

13. WINNERS LIST. To obtain a winners list, available after April 16, 2010, send a self-addressed, stamped envelope before April 30, 2010 to Maitland-Smith 30th Anniversary contest, winners list request, 1925 Eastchester Drive, High Point, NC 27265.

14. SPONSOR. Maitland-Smith, 1925 Eastchester Drive, High Point, NC 27265.