

#PROMETHEUSLIFE PHOTO CONTEST OFFICIAL CONTEST RULES – NO PURCHASE NECESSARY

TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO ANYONE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.

1. How to Enter: The #PrometheusLife Photo Contest (the “Promotion”) begins at 9:00 a.m. Pacific Time (“PT”) on November 7, 2018 and runs until 11:59 p.m. PT on November 21 2018 (the “Promotion Period”). You (the “Entrant”) may enter the Promotion by 1) Posting a creative lifestyle photo on Instagram that includes ONLY a Prometheus Lights product, 2) Tagging @prometheuslights in the photo and using the hashtag #PrometheusLife in the caption, and 3) Following @prometheuslights. All entries must be received by 11:59 p.m. PT on November 21 2018 to be eligible.

2. Submission Requirements: A Submission for the Promotion must consist of the following (a “Submission”): 1) A creative lifestyle photo on Instagram that ONLY includes a Prometheus Lights product, 2) Tagging @prometheuslights in the photo and using the hashtag #PrometheusLife in the caption, and 3) Following @prometheuslights. If Entrant is selected as a prospective Grand Prize Winner, Entrant will be required to execute and return releases and additional documentation supplied by Sponsor in accordance with Sponsor’s instructions or such prospective finalist will be disqualified. Incomplete and/or late Submissions will also be disqualified.

Completed Submissions that are created and received within the above-mentioned guidelines shall collectively be referred to herein as the “Eligible Entries”. Submissions that are not original work of the Entrant and/or illegible or incomplete application forms will not be accepted. Sponsor reserves the right to reject any Submissions that it deems, in its sole discretion, to violate any of the policies of the Sponsor’s customary standards and practices.

Limit of five (5) Submissions during the Promotion Period. If more than five (5) Submissions are entered, only the first five (5) Submissions will be accepted and additional entries will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than five (5) entries during the Promotion Period by using multiple/different email addresses, identities, registrations or logins, or any other methods may void that participant’s entries and that participant may be disqualified from the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, Promotion entry services) will void all entries by that entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holders.

The Submission must not include: (a) content that violates any third party rights, including, but not limited to, copyrights or trademark rights; (b) defamatory language; (c) threatening language; (d) language that is sexually explicit, obscene, or indecent; (e) language that promotes alcohol, tobacco, or drug use; or (f) any other language that Sponsor determines is not reasonably related to the Promotion.

3. Representations and Warranties: By submitting a Submission, and Entrant represents and warrants that: (a) the Submission is an original work created solely by Entrant; (b) Entrant owns all rights to the Submission; (c) the Submission complies with all requirements of these Official Rules; and (d) Entrant understands that other entrants may submit Submissions that are identical to yours and that you shall not have any claim against any other Entrant or Sponsor arising out of any such similarity or be entitled to any compensation because of any such similarity.

4. Eligibility: This Promotion is open only to individuals who are 18 years of age or older at time of entry, except employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Promotion Entities (as defined below) and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors.

5. Privacy: When you enter at the Website, you may be asked to consent to receive promotional e-mails and reminders for upcoming promotions and information about Sponsor. Consenting to receive such e-mails is optional and does not have to be agreed to in order to be eligible to enter the Promotion and does not improve your chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to the privacy policy of Sponsor (the "Privacy Policy"). Any information you submit as part of the Promotion will be treated in accordance with Privacy Policy. Except where prohibited, participation in the Promotion constitutes your consent to Sponsor's use of your name, likeness, contest entry, and state of residence for promotional purposes in any media without further payment or consideration.

6. Limitations of Liability: Sponsor, and other participating sponsors (collectively with Sponsor, the "Promotion Entities") their respective affiliates, subsidiaries, parent, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Promotion; inability to access the Website; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible or postage due, or any combination thereof. Proof of mailing, in person submission, or online submission is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be returned. By entering, all

participants and/or entrants also agree to release, discharge, indemnify and hold harmless the Promotion Entities and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with each entrant's participation and/or entry in the Promotion and/or their receipt or use of any prize awarded in this Promotion or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any promotion-related activity or participation in this Promotion. Any and all warranties and guarantees are subject to the respective manufacturer's terms. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Promotion Entities to use said winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

7. How Winner will be Determined: There will be one (1) Grand Prize Winner and five (5) Runners Up Prize winners selected by the Promotion judges on the following date: 11/28/2018. The judges will evaluate the Submissions to determine the Grand Prize and Runners Up Prize Winners based on the following judging criteria: (a) 50% based on composition value; (b) 50% based on creativity. The odds of being selected depend on the number of Submissions received and the performance of each Entrant.

The Entrants with the highest scoring Submissions will be the Grand Prize Winner. Sponsor's decisions with respect to the winners and other matters pertaining to the Promotion shall be final.

8. Prize Conditions: A prospective winner may be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), and return same, properly executed, within five (5) days of issuance of prize notification. If Sponsor is unable to contact the prospective winner within three (3) days from first notification attempt, if the prospective winner fails to complete and return all

requested forms by the specified date, or if the prospective winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective winner shall be selected by selecting the next-highest scoring Submission. By entering into the Promotion, all entrants consent to the use of their name, photograph, likeness, biography, voice and/or video for advertising and promotional purposes, including online announcements, worldwide and without limitation and without additional compensation, except where prohibited by law.

Prior to selection of the Winner, Entrants and/or their Submissions may be featured on the Website; however, in no way shall such promotion influence the selection of the Winner. Any winner will be notified by email, telephone, and/or overnight mail delivery on a date on or within approximately five (5) days of selection as the Grand Prize Winner.

9. Ownership of Submissions: By submitting a Submission, an Entrant acknowledges and agrees that: (a) Sponsor is the sole and exclusive owner, in perpetuity and throughout the world, of all right, title, and interest in and to your Submission, including, without limitation, all copyright, trademark, and other proprietary rights in and to the Submission (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto; (b) ownership of the Submission shall inure to the benefit of Sponsor from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Submission; (c) Entrant's Submission is a "work made for hire" (as that term is used in the United States Copyright Act of 1976, as amended); (d) to the extent that Entrant's Submission is not a work made for hire, Entrant hereby assign to Sponsor all right, title, and interest in and to the Submission and all copies thereof that Entrant may have or obtain without any further consideration, free from any claim, lien, balance due, or rights of retention thereto, on your part; (e) Entrant waives all claims to any and all moral rights in the Submission including without limitation, Entrant's right of attribution and integrity; and (f) Sponsor may exploit the Submission (and all rights therein) in any manner throughout the world without restriction of any kind, or payment to, or consent from, anyone. Sponsor reserves the right to modify or edit the winning Submission for content including all copyrights and trademarks, and Promotion Entities or their assigned agent(s), will have the right to reproduce, publish, adapt, modify and/or revise the Submission, in its sole discretion, in any manner or form throughout the world, in perpetuity. Sponsor will own all rights to the winning Submission.

10. Conditions of Entry: This Promotion is governed by U.S. law and is subject to all federal, state and local laws and regulations. Void where prohibited by law. Entry materials that have been tampered with or altered are void. If, in the judge's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Promotion, or to terminate the Promotion and proceed with the judging process, as outlined in the "How Winner will be Determined" section to award the prizes using all eligible, non-suspect entries received as of the

termination date. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Website. Any attempt by an entrant or any other individual 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, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event of a dispute as to the identity of the winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

11. Prize: The Grand Prize Winners will receive 1 Alpha Ready Made Flashlight (the "Contest Prize"). The approximate retail value ("ARV") of the Grand Prize is \$290. The Runners Up Winners will receive one (1) Beta QR HAIII AAA Flashlight and one (1) Glow-in-the-dark Prometheus Lights T-shirt. The approximate retail value ("ARV") of the Runners Up Prize is \$84.

The specifics of all aforementioned elements of the prizes in the Promotion shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of any prize not specifically addressed above are the sole responsibility of the respective Winner. All federal, state and local taxes on prizes are the prize Winner's responsibility. Winner will be issued a 1099 tax form for the actual value of the respective prize. Prizes cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right to substitute the prize, or portions thereof, with a prize of equal or greater value.

12. Disputes/Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Entities in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of California. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in California, 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. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Tennessee. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT (AND THEIR PARENTS OR LEGAL GUARDIANS IF ENTRANTS ARE MINORS) HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT,

IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

13. Winner List: Beginning on or about a week after the Grand Prize selection you may obtain the name of the winners by going to the Website.

14. Sponsor: Prometheus Lights.