

OFS “HOT SEAT” CHAIR DESIGN COMPETITION
Winner’s Agreement, Release/Indemnity and Publicity Consent

I hereby acknowledge that I have been notified by OFS Sales Corp. (“OFS”) that I am a possible finalist in its “Hot Seat” Chair Design Competition (the “Competition”), and in exchange for being considered as a possible finalist in the Competition, and I hereby agree as follows:

1. **Acknowledgment.** I acknowledge that all materials and information that I have submitted to OFS have been original, honest and accurate, and I agree to inform OFS if any information I have provided becomes false or incomplete. I agree that even if I am selected as the final winner, that OFS may choose not to conduct the Competition or discontinue it at any time. I further acknowledge that all decisions regarding the selection of finalists in the Competition by OFS are final and are not subject to challenge or appeal, and OFS has no obligation to return any materials submitted by me as a part of the entry process whether or not I am selected as a finalist in the Competition.

In addition, I authorize OFS to do background checks, research and otherwise investigate me and interview my references and others that OFS believes are appropriate, including interviewing and/or contacting current or former employers, friends, family, associates, teachers, and credit reporting agencies. I agree to execute any authorizations, consents and/or releases as are necessary in connection with OFS’s investigation of me. I unconditionally and irrevocably release and forever discharge all parties and persons from any and all damages and/or liabilities arising out of or in connection with any such investigation, including damages and/or liabilities arising out of OFS’s own negligence.

2. **Availability.** I acknowledge that I must be available to participate in the various aspects of the Competition and that fulfilling such obligation may require that I take time off from work or my other obligations.

3. **Confidentiality.** I acknowledge that OFS may require me as to maintain as confidential certain aspects of the Competition during certain time periods or potentially forever. This obligation may be necessary to protect the suspense value of the Competition for OFS or for other reasons. I agree to maintain the confidentiality of information about the Competition as requested by OFS.

4. **Release.** I hereby release, covenant not to sue, and discharge OFS, all Competition sponsors, and their employees, officers, director, agents, representatives, and legal counsel (collectively, “Releasees”) from (a) any claim relating to the conduct of the Competition, my participation in the same or award of the prize, or in connection with the use of my name, photo, voice, likeness, or any information relating to me by Releasees or Competition, including but not limited to, claims for libel, false light, right of privacy and right of publicity, and (b) any and all liabilities, claims, damages, costs and expenses (including attorneys’ fees and disbursements) incurred in connection with taxes owed by me, or due to any personal injury or damages that may arise in any connection with the Competition, the prize awarded or its use, and any travel, accommodations, goods or services provided or not provided to me. This release, covenant not to sue and discharge shall apply whether or not such injury or damage as described above is caused by the active or passive negligence of one or more Releasees or otherwise.

5. **Indemnity.** I hereby agree to indemnify, reimburse and hold harmless Releasees and each of them from and against any and all liabilities, claims, damages, costs, and expenses (including attorneys’ fees and disbursements) incurred in connection with taxes owed by me, or due to any personal injury to, or damage to property owned by me, members of my household or family

injury or damage that may arise in connection with the Competition, the prize awarded or its use, or any travel, accommodations, goods or services provided or not provided to me. This indemnity obligation shall apply whether or not such injury or damage as described above is caused by the active or passive negligence of one or more Releases or otherwise.

6. **Publicity Consent.** I hereby consent to the use by OFS and any other Competition sponsors, and their affiliated entities and licensees, of my name, photo, portrait, voice, likeness, statements, biographical information and any and all other material submitted by me in connection with the Competition worldwide and in perpetuity, as edited, altered, or modified by OFS and in any and all media now known or hereafter devised for promotional, advertising, marketing, and other business purposes without additional consideration and whether or not I am selected as a final participant for the Competition.

7. **Arbitration.** I agree that any claim or controversy relating to this Agreement or the Competition will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. I agree that any claim or controversy I may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. I agree that the arbitration will be conducted in Evansville, Indiana and that judgment on the arbitration award may be enforced by any court having proper jurisdiction. I agree that the costs of conducting the arbitration will be divided equally between me and OFS. I or OFS may seek interim or preliminary relief from a court for the purpose of protecting my or OFS's rights pending the completion of the arbitration; provided, however, that I agree that any legal proceeding arising out of or in connection with this Agreement or the Competition will be brought by me or OFS in the appropriate state or federal court in Evansville, Indiana.

8. **No Conflicts and Restrictions.** I warrant and represent that the Competition does not in any way conflict with any existing commitment on my part. I further agree that I will not authorize or permit for any time period during which I am participating in the Program and for six months thereafter, the use of my name, picture, portrait, likeness or testimonial statement in connection with the advertising or promotion of any product or service competitive to or incompatible with those of OFS and/or the Competition sponsors. Further, I agree that during the entire time I am participating in the Competition and thereafter, I will not take any actions or make any statements that would tend to disparage OFS, the Competition or sponsors of the same or that would cast such parties in a negative light.

9. **Voluntary Agreement.** I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION OF THE PARTIES NAMED HEREIN AND RELATED PERSONS AND COMPANIES. I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

Competition Entrant's
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Birth Date: _____ Social Security: _____
Contestant's Signature: _____
Date: _____