



Light is OSRAM

OSRAM® XBO® Service Platform App Sweepstakes 2019 - OFFICIAL RULES

NO PURCHASE NECESSARY.
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

OSRAM SYLVANIA Inc., 200 Ballardvale Street, Wilmington, MA 01887, USA, which operates <http://www.osram.us> (“OSRAM”, “Sponsor” or “Company”) is the sponsor of the OSRAM XBO Service Platform App Sweepstakes 2019 (“**Sweepstakes**”).

By participating in the Sweepstakes, you (“you” or “Participant” or “Entrant”) acknowledge receipt and agree to these terms and conditions.

1. Eligibility

In order to participate in the Sweepstakes, Entrants must be residents of the United States (except where prohibited by law and excluding residents of Florida, New York, Rhode Island and Puerto Rico), age 18 years and older, and registered on the OSRAM XBO Service Platform App. Employees of OSRAM and its affiliates, and members of their family and/or household are ineligible to participate.

Sponsor reserves the right in its sole discretion to disqualify any Participant engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Sweepstakes.

2. How to Enter

Participants must download the OSRAM XBO Service Platform App on their iOS (Apple®) or Android™ system and register. By registering you will automatically be entered for a chance to win Bose® QuietComfort®

35 Wireless Headphones II. (1) Winner will be randomly selected by Monday, April 15, 2019 and alerted via email or phone.

3. **Sweepstakes Period**

Participants have until Tuesday, April 9, 2019, 5:00 pm PDT (the “Sweepstakes Period”) to register on the OSRAM XBO Service Platform App and will automatically be submitted into the Sweepstakes. Anyone that registers after this Period will not be eligible to win. Sponsor is not responsible for late or misdirected entries. One entry per participant, duplicate entries will be disqualified. Sponsor will not accept entries that are or appear to be counterfeit, mechanically reproduced, or otherwise appear to have been made by fraud or unlawful means.

4. **Prize**

(1) Winner will receive Bose® QuietComfort® 35 Wireless Headphones II. The Prize is non-transferrable, non-exchangeable and is not redeemable for cash. There are no substitute Prizes, however OSRAM reserves the right to award a Prize of equal or greater value in the event the Prize becomes unavailable for any reason. THE WINNER IS SOLELY RESPONSIBLE FOR ENSURING APPROPRIATE REPORTING AND PAYMENT OF ALL EXPENSES, TAXES, AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF THE PRIZE.

5. **License to and Representations for Submissions**

- a. **Publicity Grant:** Except where otherwise prohibited by law, Participant grants to Sponsor, without any right of further compensation, the right to use Participant’s name, image, likeness and any information included with a Submission in connection with Sponsor’s and its subsidiaries’ business activities.

6. **Winner Selection**

- a. **Contest Prizes:** Once the potential winner has been randomly selected, OSRAM or its representative will seek to contact the winner via email or phone. The potential winner must provide

information requested by the Sponsor to establish eligibility, including at a minimum the winner's first and last name, email address, shipping address, and telephone number. The Prize will be delivered to an address designated by the winner. Except where otherwise prohibited, a potential winner will be required to sign all releases and consents (and, if applicable, obtain all third party releases and consents) and affidavits or statements of eligibility that Sponsor deems necessary and provide such personal information as Sponsor may request, including personal information used for purposes of tax documentation. Failure to execute such releases and consents within (1) day of first attempted notification will result in the disqualification of such potential winner and another potential winner shall be selected by Sponsor. If a potential winner is disqualified for any reason, another winner will be chosen from all eligible entries. Sponsor reserves the right to disqualify Entrants for tampering or otherwise attempting to undermine the legitimacy of the Sweepstakes. Sponsor's decisions on all matters under this Sweepstakes will be final and binding on Participants.

- b. **Chance of Winning:** Participant's chance of winning is dependent upon the number of eligible entries received.

7. Limitations

- a. Entrants agree to release, discharge, indemnify and hold harmless OSRAM, its parent company, subsidiaries, affiliates, officers, directors, employees and representatives from any liability whatsoever for any injuries, losses, death or other damages of any kind arising from Entrants participation in the Sweepstakes, or otherwise caused by the Prize or resulting from acceptance, possession, or use/misuse of the Prize. Entrants also agree to allow Sponsor to use Entrants name and/or likeness in any promotional, advertising or trade activities, and any and all rights to said use, without further compensation or notification, except where prohibited by law. Entrants waive the right to review or approve such use.
- b. SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN REGARDS TO MERCHANTABILITY OR FITNESS OF THE

PRIZE FOR A PARTICULAR PURPOSE. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and winner agrees to look solely to such entity for any such warranty or guarantee claim.

- c. Sponsor is not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, internet errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or Sweepstakes administration; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt, use or misuse of any Prize.
- d. Sponsor is not responsible for technical malfunctions, injury or damage to a Participant's computer, smart device, phone, equipment, system, software or any combination thereof as a result of Entrants' participation in the Sweepstakes, or from downloading any materials from the Sweepstakes website, where applicable. Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes without notice in the event the Sweepstakes is not capable of running as planned, including infection by malware, tampering, denial of service attacks, unauthorized intervention, fraud, technical failures, or other causes beyond the control of promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsor prohibits the use of entries made via mechanical means, i.e., robotic, automatic, macro, programmed, third party or like entry methods.

8. Privacy

Sponsor's Privacy Statement: Upon Entrant's submission of an entry, the Entrant will have provided Sponsor with personal data, which may be transferred to Sponsor's offices in Wilmington, Massachusetts, its parent company, third-party cloud service providers, and to contractors and subcontractors that are administering the Sweepstakes.

Furthermore, personal information that is submitted will be treated in

accordance with the privacy statement at <https://www.osram.us/cb/privacy-policy/index.jsp>. By entering, Participant consents to Sponsor's use of Participant's personal information in this manner.

9. Other

- a. These Official Rules will be posted on www.osram.us for approximately six (6) months after the launch of the Sweepstakes.
- b. Bose® has not sponsored or affiliated with this Sweepstakes.

10. Governing Law

These Official Rules are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and Participant consents to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts for any disputes arising out of the Sweepstakes.

OSRAM is a registered trademark of OSRAM GmbH.

Bose, the BOSE stylized logo, and QuietComfort are registered trademarks of Bose Corporation.

Apple is a registered trademark of Apple Inc.

Android is a trademark of Google LLC.

All other trademarks are the properties of their respective owners.

Dated: February 2019