LiveSmart® Giveaway

OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER, PARTICIPATE, OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MUST BE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

# Submission Period: The LiveSmart® Giveaway (the “Promotion”) begins at 9:00 a.m. Eastern Time (“ET”) on November 17th, 2019 and ends at 5:00 p.m. ET on November 20th, 2019 (the “Promotion Entry Period”).

# Sponsor: Culp, Inc., 1823 Eastchester Drive, High Point, NC 27265 (“Sponsor”)

# Administrator: Stratagon, Inc., 4601 Charlotte Park Drive, Suite 145, Charlotte, NC 28217 (“Administrator”)

# Eligibility: The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old as of the date of entry and who visit one of Sponsor’s showing locations at the International Textile Alliance (“ITA”) Showtime Market (locations at Market Square Tower, 305 W High Ave, High Point, NC 27260 or Culp, Inc. Headquarters, 1823 Eastchester Drive, High Point, NC 27265) during the Promotion Entry Period. Employees, directors, managers, officers, shareholder, members, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Sponsor, Administrator, or any of their respective parent companies, subsidiaries, affiliates, service agencies and companies involved in the design, implementation and execution of this Promotion (the “Promotion Partners”) are not eligible to participate in the Promotion. This Promotion is subject to applicable federal, state, and local laws and regulations and is void wherever prohibited or restricted by law.

# Agreement to Official Rules: By entering the Promotion, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor and Administrator (including decisions with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.

# How to Enter: You can enter the Promotion by visiting either of Sponsor’s Market Square Tower and or Culp Headquarters showrooms at ITA Showtime Market during the Promotion Entry Period and completing and submitting a digital entry form by following the instructions provided at such location. One drawing will be held on November 21, 2019. All fields must be completed on the entry form to constitute a valid entry; incomplete entry forms are void. Eligible entries submitted before 5:00 p.m. on November 20, 2019 will participate in the prize drawing. All times are measured by Administrator’s clock. Proof of sending is not proof of receipt; screen shots or confirming e-mails will not be accepted as proof of receipt. All entries become the property of Sponsor and will not be acknowledged or returned. LIMIT ONE ENTRY PER PERSON/PER E-MAIL ADDRESS/PER DAY DURING THE PROMOTION PERIOD. Sponsor, Administrator and the Promotion Partners are not responsible for lost, late, incomplete, damaged or misdirected entries. False or deceptive entries or acts will render the entrant ineligible. Entrants may be entered into Sponsor’s or its affiliates’ e-mail list to receive the latest news and offers from Sponsor and/or its affiliates. Entrants who do not wish to receive such e-mails may opt out upon receipt of the first e-mail or any e-mail thereafter by following the opt-out instructions provided therein.

# Winner Selection, Prize Description, Odds of Winning: Eligible entrants that enter during the Promotion Entry Period will be automatically entered in a random drawing for a chance to win (1) Stanmore II Bluetooth speaker by Marshall (the “Prize”). Approximate Retail Value (“ARV”) of Prize: $349.99. This drawing will be conducted by Administrator using an online randomizer on or about November 21, 2019 from among all eligible entries received during the Promotion Entry Period. THE ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. LIMIT ONE PRIZE PER PERSON. No more than the advertised number of Prizes will be awarded.

# Winner Notification and Prize Delivery: The selected Prize winner will be announced on November 21,2019 at 9:30 a.m. and notified by e-mail and/or telephone within two days of the date in which such entrant was selected as the Prize winner. If the selected Prize winner cannot be contacted, does not respond within two (2) days from the date the Sponsor first tries to notify him/her, and/or the prize notification is returned as undeliverable, such selected Prize winner will forfeit the Prize and Sponsor may, but is not required to, select an alternate Prize winner by random drawing from among all remaining eligible entries. Sponsor, Administrator and the Released Entities shall have no liability for a selected Prize winner’s failure to receive notices due to winner’s spam, junk e-mail, or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. Upon contacting the selected Prize winner and determining that he/she satisfies all eligibility requirements of the Promotion, including without limitation the execution of an affidavit of eligibility, liability release and publicity release as described below, such individual will be deemed a “Prize Winner”. Delivery of the Prize to the Prize Winner will be coordinated by Sponsor

# Prize Conditions: Sponsor reserves the right to substitute a Prize of the same or approximate retail value. No cash substitutions will be allowed. Prizes are non-assignable and non-transferable. As a condition to receiving a Prize, the eligible entrant selected by the random drawing described above may be required to complete, sign, and return an affidavit of eligibility, a liability release and a publicity release (where lawful) within the time period indicated on the winner notification and must provide Sponsor with his/her social security number for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of the Prize. Any applicable federal, state or local taxes and any expenses or costs incurred in connection with or incidental to receipt or use of the Prize are the sole responsibility of the Prize Winner, and Sponsor, Administrator and the Promotion Partners shall not be responsible or liable for expenses or charges incurred by a Prize Winner in connection with the receipt or use of the Prize. The Prize shall be awarded “as is” with no guarantees or warranties, either express or implied. The Sponsor and the Promotion Partners make no representations or warranties in connection with the Promotion or the Prizes and expressly disclaims all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. If the Prize Winner declines to accept the awarded Prize or is disqualified for failure to comply with the prize conditions set forth herein or these Official Rules, the selected winner will forfeit the applicable Prize and Sponsor may, but is not required to, award the forfeited Prize to an alternate winner selected by random drawing from among all remaining eligible entries. The Prize awarded may differ from any depiction shown in any promotional materials in connection with the Promotion. All prize details are in Sponsor’s sole discretion. Sponsor, Administrator and the Released Entities are not responsible and shall not be liable if a Prize is declined or undeliverable. Sponsor reserves the right to modify, suspend, extend or cancel the Promotion (with or without notice) at any time in Sponsor’s sole discretion, and Sponsor may, but is not required to, substitute another promotion in its place. Sponsor further reserves the right to amend or change these Official Rules at any time, in Sponsor’s sole discretion. Sponsor, Administrator and the Released Entities shall not be responsible for any limitations that prevent a Prize Winner from accepting or using the awarded Prize. The failure of Sponsor, Administrator or the Promotion Partners to comply with any provision of these Official Rules due to an act of God, act of domestic terrorism, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of these Official Rules.

# Publicity and Privacy: By entering the Promotion, entrants and the Prize Winner consent to the use of their name, likeness and image for purposes of advertising, marketing and promotion of Sponsor, the Promotion Partners and the Promotion without compensation, except where prohibited by law. Information collected from entrants through the Promotion is provided to Sponsor and is subject to Sponsor’s and privacy policy located at <http://www.culp.com/privacy-policy>. By entering the Promotion, you agree to the use of your personal information as described in such privacy policies.

# Release of Liability: By entering the Promotion, each entrant releases and discharges the Sponsor, Administrator and the Promotion Partners and any other party associated with the development or administration of this Promotion, together with their respective officers, directors, members, shareholders, employees, independent contractors, representatives, agents, successors and assigns (collectively, the “Released Entities ”), from any and all liability whatsoever in connection with this Promotion, including without limitation any and all claims, costs, injuries, losses, damages , demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”), and each Prize Winner releases and discharges the Released Entities from any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize. To the fullest extent permitted by law, the Prize Winner shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of any Prize and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Prize user or owner. Sponsor and the Released Entities are not responsible and shall have no liability for any typographical or other error in the printing, the offering or the announcement of any prize winner or in the administration of this Promotion.

# Disclaimers: Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. The Released Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. THE RELEASED ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

# Disputes; Applicable Law: All entrants and Prize Winner(s) agree that any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded or the determination of the Prize Winner(s), which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association then in effect. Further, in any such dispute, under no circumstances will entrants or Prize Winner(s) be permitted to obtain awards for, and each entrant and Prize Winner hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys’ fees, other than entrant’s or Prize Winner’s actual out-of-pocket expenses incurred by participating in the Promotion, and each entrant and Prize Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, Prize Winner(s), Sponsor, and the Promotion Partners in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of North Carolina. All entrants and Prize Winner(s) consent to the jurisdiction and venue of the courts located within Guilford County, North Carolina.

# Winner’s List: To obtain a copy of a winner’s list via mail, please mail your request, together with a self-addressed stamped envelope, to Stratagon, Inc., Attn: LiveSmart ITA Showtime Giveaway, 4601 Charlotte Park Drive, Suite 145, Charlotte, NC 28217. Requests received after January 20, 2020 will not be honored.

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