3-IN-ONE Oil® How Handy Are U? Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. ENTRANT MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. You are providing your information to WD-40 Company ("3-IN-ONE Oil") ("Sponsor") and not to Facebook, Instagram or Twitter. The personal data included in entries will be collected by Sponsor in in accordance with the privacy policy set forth at http://www.3inone.com/privacy/

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

- 1. Eligibility: The How Handy Are You? Sweepstakes (the "Sweepstakes) is open only to legal residents of the fifty (50) United States and the District of Columbia eighteen (18) years of age or older at the time of entry. Employees, officers, directors and agents of Sponsor, Cohen-Friedberg Associates, LLC, Nuffer, Smith, Tucker ("Administrator"), and other WD-40 Company agency partners and their respective parents, subsidiaries, affiliate companies and advertising and Sweepstakes agencies and prize suppliers, as well as the immediate family (spouse, and parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws, and regulations. Void where prohibited.
- **2. Sponsor and Administrator:** WD-40 Company, 1061 Cudahy Place, San Diego, CA 92110. Administrator: Nuffer, Smith, Tucker, 4045 Third Ave., Suite 200, San Diego, CA 92103.
- **3. Agreement to Official Rules**: Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all matters related to the Sweepstakes.
- **4. Timing: (a)** The Sweepstakes entry period begins on Monday, December 28, 2015 at 12:01:00 a.m. Pacific Standard Time ("PST") and ends on Monday, February 29, 2016 at 11:59:59 p.m. PST (the "Entry Period). Administrator's computer server is the official time-keeping device for the Sweepstakes. **(b) Winner Selection and Notification:** There will be one (1) drawing at the end of the Sweepstakes Period to award three (3) prizes. Potential winners will be notified by email using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted or not received for any reason. If, despite reasonable efforts any prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit prize and at Sponsor's discretion, an alternate potential winner may be selected. Alternate winner will be select from all remaining eligible entries received during the relevant drawing period ("Alternate Winner"). If any potential winner is found to be ineligible, or if has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Sponsor's discretion, an Alternate Winner may be selected.

Entry:	Entry begins @ 12:01:00 a.m. PST	Entry ends @ 11:59:59 p.m. PST	Anticipated winners	Number of prizes:
			announced:	
Grand Prize	12/28/15	2/29/16	3/4/16	1 Grand Prize
Drawing:				1 First Prize
				1 Second Prize

IMPORTANT NOTE: You may win only one (1) prize throughout the entire Sweepstakes Period.

5. Prizes: Only the following prizes will be awarded in this Sweepstakes:

ONE (1) GRAND PRIZE: \$500 Lowe's Gift Card. Approximate retail value \$500.

ONE (1) FIRST PRIZE: \$250 Home Depot Gift Card. Approximate retail value \$250.

ONE (1) SECOND PRIZE: \$100 Walmart Gift Card. Approximate retail value \$100.

Sponsor will not replace any lost, mutilated, or stolen prizes. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winners are responsible for any and all applicable local, state, and/or federal taxes and fees.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

<u>Odds of Winning:</u> Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.

6. How to Enter: You may enter this Sweepstakes via Facebook, Instagram or Twitter. If you enter via Instagram or Twitter, if your social media account is set to "protected mode" or "private" your entry may not be visible and thus may not be received by Sponsor. Your Instagram or Twitter profile must be set to "public" and your Facebook post must be set to "public."

No matter which form of entry you select;

1. You must submit an original photo or video (not to exceed :30 seconds in length) showcasing something you created or fixed or updated and telling us how 3-IN-ONE oil helped get your job done right. Your entry must include the hashtag **#HandyU** ("**Eligible Entry**"). Entrant must have permission from all individuals that appear in the photo/video (if any) to use their likeness in the entry and to

grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

- 2. Your original photo/video may be in color or black & white.
- 3. Partial or incomplete/piecemeal submissions on Instagram and Twitter without the hashtag **#HandyU** WILL NOT BE ACCEPTED as Sweepstakes entries and shall not be eligible for any prize.
- 4. All photos and or videos submissions will authorize Sponsor to reshare or repurpose content on their social channels, and will be reviewed by the Sponsor for compliance to these Official Rules.

If you post or tweet your entry on Instagram and Twitter via a mobile device message and data rates may apply.

Entry Notes: There are three (3) ways to enter this Sweepstakes:

Follow these easy steps to enter:

- Facebook: visit the Sponsor's Facebook page at https://www.facebook.com/Original3INONEOil/ and click on the Sweepstakes tab. You can either upload an eligible photo/video or share one from your Facebook account. Once you have uploaded your Eligible Entry, complete the required fields on the entry form. Your Eligible Entry will be reviewed for compliance and if approved it will be included in the Sweepstakes drawing. Facebooks terms of use https://www.facebook.com/legal/terms apply.
- Instagram: Upload an Eligible Entry and tag it with #HandyU. Within 24 hours your entry will be reviewed for compliance and if approved you will receive an auto-response which will point you to a unique URL to "claim" your entry. Click on the link to authorize Instagram to access the account in order to use the photo/video in the Sweepstakes. Once you "claim" your Eligible Entry you will be prompted to complete the process by filling in the required information on the entry form. Once you complete the registration, your entry will be included in the Sweepstakes. Instagram's terms of use (http://instagram.com/about/legal/terms/#) apply.
- Twitter: Tweet an Eligible Entry and tag it with #HandyU. Within 24 hours your entry will be reviewed for compliance and if approved you will receive an auto-response which will point you to a unique URL to "claim" your entry. Click on the link to authorize Twitter to access the account in order to use the photo/video in the Sweepstakes. Once you "claim" your Eligible Entry you will be prompted to complete the process by filling in the required information on the entry form. Once you complete the registration your entry will be included in the Sweepstakes. Twitter's terms (https://twitter.com/tos) apply.

LIMIT: You may enter one (1) unique photo/video per week. Duplicate entries from the same email address or twitter or Instagram account will not be counted. Entries in excess of any stated limitation and entries generated by script, macro or other automated means or any means that subvert the entry process will be void.

Prohibited Content:

Photos/videos must be the original work of the participants and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any material that:

- **a**) is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity:
- **b**) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c) is obscene or offensive; endorses any form of hate or hate group;
- **d**) defames, misrepresents or contains disparaging remarks about other people products or companies;
- **e**) contains any personal identification, such as personal names or e-mail addresses;
- **f)** communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate;
- g) infringes the rights of any third party; and/or
- **h**) violates any law.
- **7. Drawings:** A random drawing will be conducted on or about Friday, March 4, 2016 by the Administrator. Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Visit Sponsor's Facebook "Gallery" page at https://www.facebook.com/Original3INONEOil/ to view entries.
- **8. Winner Requirements:** Acceptance of prize shall constitute winner's agreement and consent to Sponsor's and its designees' use of winner's name, city, state, country, likeness, photo (including, without limitation, social media platform profile photo), avatar, and/or prize information in connection with this Sweepstakes for Sweepstakes, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

8. Release of Liability / Conditions of Participation.

A. <u>Transmission of Information</u>. Released By participating, entrant indemnifies, releases and agrees to hold harmless Sponsor, Administrator, Facebook, Instagram, and Twitter **(the "Released Parties").** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this

Sweepstakes; (2) technical failures of any kind, including, but not limited to. malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes: (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, Email transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

- B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, at its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, at its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other Sweepstakes or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.
- C. Release and Indemnity. By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.
- **9. FORCE MAJEURE.** If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction,

tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, at its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner(s) for the affected Sweepstakes period from among all eligible entries received for such affected drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

- 10. DISPUTE RESOLUTION/GOVERNING LAW. ALL ISSUES AND CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR OR ADMINISTRATOR OR ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- 11. VENUE: By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities or the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the courts of California.
- **12. Winners List:** For winners list (available after 3/21/16), send a self-addressed stamped envelope to: **#HandyU** Sweepstakes winners, 4045 3rd Avenue, Suite 200, San Diego, CA 92103, for receipt by 3/21/16.

The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.