### FrogTape® Hooked on Sharp Paint Lines™ Sweepstakes

#### Official Rules

The following Sweepstakes is intended for participants in the United States and Canada (excluding residents of Quebec) only and shall be construed and evaluated according to the laws of the United States and Canada.

# NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

The Sponsor of the Sweepstakes is ShurTech Brands, LLC ("**Sponsor**"). The personal data included in entries will be collected by Sponsor in accordance with the privacy policy set forth at <a href="http://frogtape.com/privacy">http://frogtape.com/privacy</a>.

- 1. Eligibility: No purchase necessary. Open to legal residents of the 50 United States including the District of Columbia, ("U.S.") and legal residents of Canada (excluding residents of Quebec) (collectively, the "Territory"), who are at least 18 years of age or older at the time of entry or who are at least the age of majority in their residence state/province). The FrogTape® Hooked on Sharp Paint Lines Sweepstakes™ (the "Sweepstakes") is governed by US and Canadian laws and is subject to all applicable federal, and state/province laws and regulations. Employees, officers and directors of Sponsor, The Company, Cohen-Friedberg Sherwin-Williams Associates. ("Administrator"), and each of their respective parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies (collectively, the "Promotion Entities") and members of the immediate family or household of each are not eligible to participate. Immediate family member is defined as a parent, sibling or any person residing in the same household as employee. This Sweepstakes is void where prohibited by law.
- **2. Agreement to Official Rules**: Participation constitutes entrant's agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all Sweepstakes related matters.
- 3. Timing: (a) Sweepstakes begins Thursday, March 1, 2018 at 12:01:00 a.m. Eastern Standard Time ("EST") and ends Saturday, June 30, 2018 at 11:59:59 p.m. Eastern Daylight Time EDT ("Sweepstakes Period"). Administrator's computer server is the official time-keeping device for the Sweepstakes. (b) Winner Selection & Notification: There will be two (2) drawing periods to award fifty (50) prizes in each drawing plus one (1) grand prize drawing (see Rules #4 below for drawing dates). The potential winners will be randomly selected by the Administrator, from all eligible entries received prior to each relevant drawing period. Potential winners will be notified by email and/or by phone (as Administrator elects) using the contact information provided at the time of entry. The Sponsor and Administrator shall have no

liability for any notification that is lost, intercepted or not received for any reason. If, 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. If any potential winner is found to be ineligible or if the potential winner 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 potential winner may be selected.

**4. Prizes:** Only the number of prizes described below will be awarded in this Sweepstakes.

One hundred (100) First Prizes consisting of a \$50 Visa® Gift Card to be drawn as outlined below:

Drawing #	<b>Entry Begins</b>	Entry Ends	Anticipated	# Of Prizes
	at 12:01:00	at 11:59:59	Drawing	To Be Won:
	a.m. EST	p.m. EDT	Date:	
Drawing #1	3/1/18	3/31/18	5/1/18	50
Drawing #2	3/1/18	6/30/18	7/10/18	50
<b>Grand Prize</b>	3/1/18	6/30/18	7/10/18	1 Grand
Drawing				Prize

Once an entry is made, all non-winning entries will be carried forward to any remaining drawings (if any remain). All Entries will be carried forward to the Grand Prize drawing.

Drawing Number #1 (5/1/18): Fifty (50) \$50 USD Visa® Gift Card.

Drawing Number #2 (7/10/18): Fifty (50) \$50 USD Visa® Gift Card

One (1) Grand Prize to be drawn (7/10/18) consisting of: WINNER'S CHOICE A) \$10,000 USD, fishing vacation package of winner's choice to a destination in the United States or Canada PLUS \$5,000 USD in the form of a check or B) Winner may select \$15,000 USD in the form of a check alternative to the travel prize.

To claim the Grand Prize, winner must visit the designated local authorized ShurTech dealer or Sherwin-Williams retail store, as determined by the Sponsor at its sole discretion, to attend the award ceremony at the location, date and time (mutually agreed upon) and participate in a Grand Prize award ceremony and photo session ("Grand Prize Event"). Winner must also execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release in a form to be provided by the Administrator. Failure to participate in said ceremony or execute the required documents will result in disqualification and prize forfeiture. **NO EXCEPTIONS!** 

Grand Prize winner choosing choice "A" will be required to make travel arrangements within 90 days of being confirmed as a winner in the Sweepstakes. Trip must be taken by July 9, 2019. Grand Prize winner will work with Administrator's travel agency to the book trip. Total expenses for trip may not exceed \$10,000 USD. If winner should book a trip that is more than \$10,000 USD winner will be solely responsible for paying the difference directly to the travel agency. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of winner. Travel companion(s) must be eighteen (18) years of age or older and of legal age of majority in his or her state as of the date of departure, or if child is a minor, child must be accompanied by a parent or legal guardian. Travel companion(s) must execute a liability release and where imposing such condition is legal, a publicity release prior to issuance of travel documents and if companion is a minor, parent or legal guardian will be required to execute on minor's behalf. Winner and guest(s) must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or passport) required for travel. Once travel guest(s) are selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round-trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or persons providing any Grand Prize-related service other accommodation. Additional prize award details and travel information to be provided to the Grand Prize winner at the time of notification.

**LIMIT**: One (1) Gift Card prize per person. All non-winning entries will be rolled over to the next drawing. All entries including First Prize winning entries are eligible to win the Grand Prize.

PRIZE NOTES: Terms and conditions of the Visa Gift Cards apply. Gift Cards will be shipped to winners 3-5 weeks after the drawing has taken place. Approximate retail value of each Gift Card ("ARV") \$50 USD. Total ARV of all prizes not to exceed \$20,000 USD. Odds of winning depend on the number of valid entries received up to each drawing date. Administrator 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

Administrator's sole discretion. First Prizes not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees.

### 5. How to Enter: There are two ways to enter:

**Visit** <u>www.hookedonfrogtape.com</u> and complete the entry form with all required information, signify your unconditional agreement to these Official Rules and submit the entry.

Mail In: During the Sweepstakes Period, enter by completing the official sweepstakes entry form found at Sherwin-Williams retail paint stores in the Territory (or by printing your first and last name, complete address (no post office boxes please), daytime telephone number, email address (if available) and your age on a postcard ("Eligible Entry Form") and mailing the completed entry form or postcard to: FrogTape® Hooked on Sharp Paint Lines 2018 Sweepstakes Entry, PO Box 853, Needham, MA 02494-853 U.S.A. Mail-in entries will be entered in to the Sweepstakes drawing based on the date received at the PO Box. Last opportunity to enter the Grand Prize drawing by mail must be postmarked by June 30, 2018 to be received no later than July 9, 2018. No photocopies, facsimiles or mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, stolen, or postage due entries or mail. Personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's online privacy policy.

## Limit: One (1) entry per person regardless of the method of entry.

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. All entries become the property of Sponsor.

6. Winner Requirements: Potential Grand Prize winner must complete, sign and return the Affidavit of Eligibility (Declaration in Canada), Liability Release and, where lawful and/or required, Publicity Release forms and W-9 (U.S. only) request for tax payer's identification number within seven (7) days of the first winner notification. Acceptance of prize shall constitute winner's agreement and consent to Sponsor's and its designees' use of winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes for promotional, 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. If a selected potential winner is a resident of

Canada, potential winner will be required to first correctly answer a mathematical skill testing question without assistance of any kind (whether mechanical or otherwise) within a 2-minute time limit in order to be eligible to win prize. The question will be administered by phone within two (2) business days following the drawing. If entrant cannot be contacted and the skill testing question administered or if the skill question is not answered correctly, the prize will be forfeited and an alternate entrant will be selected.

- **7. Release:** By entering, you agree to release, indemnify and hold harmless the Promotion Entities, and each of their respective officers, directors, and employees (the "**Released Parties**") from and against any and all liability, claim or cause of action, including, but not limited to, injuries, death, loss or damage of any kind, arising from or in connection with this Sweepstakes and the operation and administration thereof, your participation in the Sweepstakes, or receipt or use or misuse of any prize.
- **8. General Conditions:** 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, in its sole discretion, determine winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in 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 promotion or in an unsportsmanlike or disruptive manner and void all associated entries.
- **9. Limitations of Liability:** The 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 prize 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. The Released Parties are not responsible for any incorrect,

mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any of computer systems. servers, malfunctions hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Released Parties assume 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. The Released Parties do 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.

10. GOVERNING LAW/JURISDICTION: The Sweepstakes is governed by, and will be construed in accordance with, the laws of the State of Ohio, and, except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Ohio.

THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

- 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 Promotion 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 Ohio.
- **12. Winners List:** For winners list, send a self-addressed stamped envelope to: FrogTape Hooked on Sharp Paint Lines 2018 Sweepstakes Winners, PO Box 853, Needham, MA 02494-853 U.S.A. All such requests must be received by 7/24/18.

**Sponsor**: ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, OH 44011.

**Administrator**: Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com .

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