

**OFFICIAL RULES**  
**Duck Tape® Maker™ 2018 Giveaway Sweepstakes**

The following content constitutes the Official Rules for the Duck Tape® Maker™ 2018 Giveaway Sweepstakes ("Official Rules"):

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING RESIDENTS OF PUERTO RICO, MARYLAND, VERMONT, COLORADO AND US TERRITORIES AND POSSESSIONS) WHO ARE AT LEAST 18 YEARS OF AGE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. INTERNET ACCESS REQUIRED TO ENTER THIS SWEEPSTAKES.

- 1. Sweepstakes Period.** The Duck Tape® Maker™ 2018 Giveaway Sweepstakes (the "Sweepstakes") commences at 8:00:00 AM Eastern Standard Time ("EST") on April 1, 2018, and ends at 11:59:59 PM EST on September 30, 2018 (the "Sweepstakes Period").
- 2. Sponsor.** The Sweepstakes is administered and sponsored by ShurTech Brands, LLC ("Sponsor"). You acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.
- 3. Eligibility.** The Sweepstakes is only open to legal residents of the fifty (50) United States and the District of Columbia (excluding residents of Puerto Rico, Maryland, Vermont, Colorado and US territories and possessions), who are at least eighteen (18) years of age or older at time of entry with a valid email address at the time of entry. Employees of ShurTech Brands, LLC and their respective immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside), and members of the same household, whether or not related to Sponsor, and each of their respective parents or affiliated companies, subsidiaries, advertising and promotion agencies, and third party fulfillment or judging agencies (collectively, the "Sweepstakes Entities") are not eligible to enter or win the Sweepstakes. To participate in the Sweepstakes, you must also have access to the internet and a valid Instagram or Twitter account.
- 4. How to Enter.** To enter, you must (1) post a photo of your Duck Tape® brand duct and/or crafting tape, project, or creation on either your Instagram or Twitter account and (2) use the hashtags #DuckTapeMaker and #Sweepstakes and mention or tag @theduckbrand in the photo, post caption or tweet (the "Entry") pursuant to (a) Content Restrictions (as set forth in the Content Restrictions section below), (b) these Official Rules and, (c) the Instagram and Twitter terms of use (<http://instagram.com/about/legal/terms/#>) and (<https://twitter.com/tos>). If your Instagram or Twitter account is set to "protected mode" or "private" your Entry may not be visible and thus may not be received by Sponsor. Your Entry method must be set to "public". Only those posts from valid Instagram or Twitter accounts will be considered valid Entries. If you do not have an Instagram or Twitter account, visit <https://www.instagram.com> or <https://www.twitter.com> or download the free Instagram or Twitter app and register in accordance with the enrollment instructions for a free Instagram or Twitter account. By participating in the Sweepstakes, you

hereby release Instagram or Twitter from any and all liability in connection with the Sweepstakes. You are providing information to ShurTech Brands, LLC by entering the Sweepstakes, not to Instagram or Twitter.

By fully completing and submitting all required information as directed, you will be entered in the Sweepstakes. Online entry only. No other method of entry will be accepted.

Participants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry. All information submitted by participants in connection with the Sweepstakes is subject to, and will be treated in a manner consistent with, Sponsor's Terms of Use accessible at: <http://duckbrand.com/terms-of-use> and Privacy Policy accessible at: <http://duckbrand.com/privacy-policy>. Incomplete and/or inaccurate entries are void. Limit one (1) Entry per person, per Drawing and per Instagram or Twitter account. If Sponsor discovers multiple Entries received from any person or account, only the first Entry received from such person or account will be considered. Any Entry that does not comply with the Entry requirements, or otherwise with these Official Rules, or contains profanity or other offensive depictions, or that in any way may defame or jeopardize the goodwill or reputation of Sponsor, Sweepstakes Entities, or any third party will be void, eliminated and not eligible for consideration.

All Entries must be received by the Entry Deadline and Entry Period as detailed below.

**5. Drawings, Entry Periods and Winner Selection Dates.**

<b>Drawing</b>	<b>Entry Period</b>	<b>Entry Deadline</b>	<b>Winner Selection Date</b>
1	4/1/2018 – 4/30/2018	11:59:59 PM (EDT) 4/30/2018	5/7/2018
2	5/1/2018 – 5/31/2018	11:59:59 PM (EDT) 5/31/2018	6/7/2018
3	6/1/2018 – 6/30/2018	11:59:59 PM (EDT) 6/30/2018	7/9/2018
4	7/1/2018 – 7/31/2018	11:59:59 PM (EDT) 7/31/2018	8/7/2018
5	8/1/2018 – 8/31/2018	11:59:59 PM (EDT) 8/31/2018	9/7/2018
6	9/1/2018 – 9/30/2018	11:59:59 PM (EDT) 9/30/2018	10/8/2018

**6. General Entry Conditions.** Multiple participants may not use the same Instagram or Twitter account. The use of automated software or computer programs to register or enter the Sweepstakes is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Valid entries must contain all information requested. Incomplete and/or multiple entries will be disqualified. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the Instagram or Twitter account will be deemed to be the Entrant and he/she must comply with these Official Rules. The potential Winners (as defined below) may

be required to show proof of being the authorized account holder and, in the absence of proof acceptable to Sponsor, a potential Winner may be disqualified. The "authorized account holder" is the natural person assigned to the Instagram or Twitter account by Instagram or Twitter. All entries will be provided to and become the property of the Sponsor and will not be acknowledged or returned. Entrant acknowledges and agrees that all information submitted by Entrant in connection with the Sweepstakes may be shared by the recipient Sweepstakes Entity with all other Sweepstakes Entities. Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected Entries, which will be disqualified; for technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise; or any injury or damage to Entrant's or any other person's computer related to or resulting from entering, participating in, or accessing or downloading information in connection with, the Sweepstakes. Sponsor reserves the right at its sole discretion to modify, cancel or suspend the Sweepstakes for any reason whatsoever including, but not limited to, a computer virus, bug, or other cause beyond the control of Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds tampering with the operation or entry process of the Sweepstakes, or acting in violation of these Official Rules or applicable law. Entries delayed past the Sweepstakes Period will not be accepted and will be destroyed.

**7. Content Restrictions.** Each Entry shall consist solely of the original creation and content of the Entrant only and shall not include in any part any material or content taken, derived or otherwise obtained from any other person or entity. Further, Entrants must not include any of the following content in any Entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images or video showing violence, or promotion of illegal activities; (iv) content in violation of intellectual or industrial property rights or laws, including without limitation patent, trademark, copyright, design, utility model or trade secret rights, rights of publicity or privacy, moral rights, or content that incorporates any such rights of any third party without a signed license or other form of permission in a form and content acceptable to Sponsor in its sole discretion; (v) content used as an entry or submission to any other promotion, contest or sweepstakes previously sponsored by Sponsor, regardless of whether such entry was a winning entry; (vi) libelous, defamatory, disparaging, tortuous or slanderous materials; (vii) content that denigrates, disparages or reflects negatively on the Sweepstakes Entities or their owners and employees; (viii) tobacco, alcohol or drugs; (ix) dangerous stunts; (x) real weapons of any kind including, but not limited to, guns, knives or projectiles; (xi) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xii) individuals under legal age of majority without providing a signed release from parent or legal guardian in a form and content acceptable to Sponsor in its sole discretion; (xiii) content that comprises or includes the name, image, likeness, voice, persona or any imitation or facsimile of any thereof, of any actual person, living or dead, or any actual business entity or organization, without providing a signed release from the person, entity or organization in a form and content acceptable to Sponsor in its sole discretion; (xiv) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, third party logos, trademarked characters, etc.); (xv) content regarding and/or referencing any brand of duct tape other than Duck Tape® brand duct tape; and (xvi) material that is unlawful, or otherwise in violation of or contrary

to the laws or regulations in any state where the Entry is created. All of the foregoing content requirements and prohibitions are herein referred to as the "Content Restrictions". By submitting an Entry, the Entrant represents, warrants and guarantees that the Entry fully complies with these Official Rules and in particular the Content Restrictions, and Entrant agrees at its sole expense to indemnify, defend and hold harmless the Sponsor, all other Sweepstakes Entities, and all Providers, jointly and severally, from any and all liability, damages, fees, fines, costs and other harm proximately caused by any violation of these Official Rules and Content Restrictions. Any Entry that does not comply with all of the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

**8. Winner Selection.** On or about each of the Winner Selection Date(s) listed above, one (1) or more representative(s) or designee(s) of Sponsor (the "Judge(s)") will randomly select five (5) or more winners ("Winner(s)") per Drawing from all eligible Entries submitted during the Entry Period in accordance with these Official Rules. The Winner selection process and criteria shall be in the sole discretion of the Judge(s) whose decisions are final on matters related to this Sweepstakes.

**9. Sweepstakes Winner Notification.** Winner(s) will be notified via comment (if Instagram entry) or reply (if Twitter entry) on the Entry, at Sponsor's discretion, within ten (10) days of the date of the Winner(s) selection or as soon thereafter as reasonably practicable. The Winner(s) must follow instructions given by Sponsor or designated agent, including, but not limited to, responding to notification with requested information, within seven (7) days of receiving notification. Awarding any prize is subject to verification of each Winner's eligibility and full compliance with these Official Rules. Sponsor reserves the right to substitute any prize with prize of equal or greater value. If (1) the Winner cannot be contacted as specified above; (2) any notification is returned as undeliverable; or (3) a potential winner is deemed ineligible for any other reason in Sponsor's sole discretion, the Winner will be disqualified and forfeit the prize and an alternate Winner may be selected in his/her place from among all remaining eligible Entries at Sponsor's discretion.

**10. Sweepstakes Prize.** Each of the thirty (30) Winners will receive one each of a Duck Tape® Maker™ Prize Pack including (collectively the "Prize"):

- (15) Duck Tape® Colors & Prints (ARV = \$89.85)
- (1) Copy of *Duct Tape Engineer: The Book of Big, Bigger, and Epic Duct Tape Projects* (ARV = \$22.99)
- (1) Maker supply kit (ARV = \$30.00)

Approximate Retail Value (ARV) of each Prize: \$143. USD. Total ARV of all available Prizes: \$4,290.00 USD.

All Prizes under the Sweepstakes are awarded "AS IS". Sponsor makes or offers any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with the Sweepstakes or any Prize. Prize details and availability are subject to change, in which case a Prize of equal or greater value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed herein, are non-transferable, with no cash redemption, substitution or extension except at Sponsor's sole discretion. Federal,

state, or local taxes on Prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each Winner. Taxes on and in connection with all Prizes are the sole responsibility of each Winner. If any Winner is an otherwise eligible minor, the Prize will be awarded in the name of his or her parent or legal guardian who will be responsible for fulfilling all requirements imposed on Winners as set forth herein. Limit one (1) Winner per household. Allow 6-8 weeks for delivery of Prize.

**11. Publicity & Marketing.** By submitting an Entry in the Sweepstakes, each Entrant expressly (a) assigns and transfers irrevocably in perpetuity to Sponsor the entire worldwide right, title and interest in and to the Entry, including without limitation all associated text, photo, graphical, audio and video content, any right or claim of publicity or privacy therein, and any and all intellectual or industrial property rights, whether in the nature of patent, trademark, copyright, design, utility model, trade secret or moral rights, and whether actual and subsisting or potential or otherwise prospective, in and to any and all of such content, and further including the right to reproduce, broadcast, disseminate, and otherwise use the Entry in whole or in part in any way and for any purpose whatsoever and to create, reproduce, broadcast, disseminate, and otherwise use condensations, compilations and derivative works therefrom, and (b) grants to Sponsor the right to reproduce, broadcast, disseminate and otherwise use the Entrant's name, image, likeness, voice, persona or any imitation or facsimile of any thereof, for purposes of advertising and trade, in any medium, whether now known or hereafter devised, worldwide, in perpetuity, without further compensation or notice, unless prohibited by law.

**12. No Liability & Indemnification.** Neither Sponsor nor Instagram and Twitter are responsible for, and Entrants release Sponsor, Instagram, and Twitter from, any failures of any kind, whether caused by computer, technical, or human error, which may either limit the Entrant's ability to submit an Entry, claim or collect a Prize, or otherwise participate in the Sweepstakes, or either's ability to include all eligible entries, conduct random drawings, notify potential Winners, or otherwise execute the Sweepstakes in the manner intended. Entrants further release and agree to indemnify Sponsor, Instagram, and Twitter and each of their subsidiaries, affiliates, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, claims or actions of any kind whatsoever arising from injuries, damages, or losses to persons or property which may be sustained in connection with the Sweepstakes including, but not limited to: (a) the receipt, ownership or use of any Prize awarded; (b) any typographical or other error in these Official Rules or any other materials disseminated by Sponsor; and (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an Entrant, Sponsor and/or Instagram and Twitter. Sponsor and Instagram and Twitter have no liability for the actual provision, quality or nature of any third party product or service accepted by the Winners. Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Sponsor. As a condition of participating, Entrants agree that (1) under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, (2) all causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action and shall be resolved exclusively by arbitration under the rules of the American Arbitration Association; and (3) any

and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees.

**13. Other Terms.** Sponsor reserves the right, in its sole discretion, without prior notice and at any time, to modify, cancel, terminate or suspend the Sweepstakes, or any portion thereof. The Sweepstakes Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet or at any website or any combination thereof, lost network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate and/or redeem prizes in the Sweepstakes. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules or otherwise engages in fraudulent or offensive conduct with respect to the Sweepstakes. Caution: Any attempt to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrants to the fullest extent of the law. The laws of the State of North Carolina shall exclusively govern the Sweepstakes.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that the Sweepstakes is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Sweepstakes, as applicable, or to disqualify any Entrants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any Entrants who are disqualified due to such an action.

**14. Request for Names of Prize Winners and Official Rules.** For a list of Winners and/or a copy of these Official Rules, send a self-addressed stamped envelope to: ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, OH 44011. All requests for a copy of the Official Rules and the names of Prize Winners must be made by October 31, 2018. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or "Prize Winners."